



Gorakhpur Industrial Development Authority
Sec.-7, GIDA, Gorakhpur

File No: _____

Dt: 20 September 2021

Request for Proposal (RFP)

Gorakhpur Industrial Development Authority (GIDA) is inviting Expression of Interest (RFP) from firms/agencies for “PROCUREMENT OF SCIENTIFIC & TECHNICAL SERVICES FOR COMPLETE SUPPLY, FABRICATION, ERECTION, INSTALLATION & SUCCESSFUL COMMISSIONING OF SARAIYA NALLAH DRAIN TREATMENT BY BIO - REMEDIATION TECHNOLOGY” AS PER CPCB NORMS / NGT GUIDELINES OF 7.5 MLD* EFFLUENTS DISCHARGED FROM INDUSTRIES WITHIN GORAKHPUR INDUSTRIAL DEVELOPMENT AUTHORITY (GIDA), GORAKHPUR.

*Calculated average discharge of drain is upto 7.5 MLD, Actual discharge may vary.

The RFP document will be available online on our website <https://gidagkp.in/> or <https://etender.up.nic.in> at 11:00 hrs on 20.09.2021 onwards and firm shall submit response in the prescribed formats on or before 11.10.2021 on the address mentioned below.

Chief Executive Officer, GIDA
Gorakhpur Industrial Development Authority (GIDA),

**REQUEST FOR PROPOSAL (RFP)
FOR
SELECTION OF CONSULTANT FOR “PROCUREMENT OF SCIENTIFIC &
TECHNICAL SERVICES FOR COMPLETE SUPPLY, FABRICATION,
ERECTION, INSTALLATION & SUCCESSFUL COMMISSIONING OF
SARAIYA NALLAH DRAIN TREATMENT BY BIO - REMEDIATION
TECHNOLOGY” AS PER CPCB NORMS / NGT GUIDELINES OF 7.5 MLD*
EFFLUENTS DISCHARGED FROM INDUSTRIES WITHIN GORAKHPUR
INDUSTRIAL DEVELOPMENT AUTHORITY (GIDA)
for
GORAKHPUR INDUSTRIAL DEVELOPMNT AUTHORITY**

***Calculated average discharge of drain is upto 7.5 MLD, Actual discharge may vary.**

20/09/2021



Gorakhpur Industrial Development Authority, Gorakhpur

Notice inviting Tender

1. Gorakhpur Industrial Development Authority (GIDA) invites sealed responses from firms/ agencies meeting the eligibility criteria, for **“PROCUREMENT OF SCIENTIFIC & TECHNICAL SERVICES FOR COMPLETE SUPPLY, FABRICATION, ERECTION, INSTALLATION & SUCCESSFUL COMMISSIONING OF SARAIYA NALLAH DRAIN TREATMENT BY BIO - REMEDIATION TECHNOLOGY” AS PER CPCB NORMS / NGT GUIDELINES OF 7.5 MLD EFFLUENTS DISCHARGED FROM INDUSTRIES WITHIN GORAKHPUR INDUSTRIAL DEVELOPMENT AUTHORITY (GIDA)”** in Gorakhpur.
2. The RFP document can be downloaded from the GIDA website i.e. <https://gidagkp.in>
3. Details such as technical eligibility, financial eligibility, scope of work is provided in the RFP document.
4. Only firms/ agencies meeting the eligibility criteria are requested to submit the proposal.
5. Sealed complete proposals should reach the undersigned through registered post/ speed post or courier service up to 11.10.2021 by 17:00 hrs and mailed to tenders.gida@gmail.com and the proposals shall be opened on 12.10.2021 at 17:00 hrs.
6. Please note that no liability will be accepted for difficulties in and or incomplete download of RFP document.
7. The client reserves the right to cancel the entire process or part of it, at any stage without assigning any reason thereof.

CEO, GIDA
Gorakhpur Industrial Development Authority (GIDA)
Sec.-7, Gida Gorakhpur-273212

Disclaimer

The information contained in this Request for Proposal (RFP) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Gorakhpur Industrial Development Authority (GIDA) (henceforth referred to as GIDA in this document / “the Authority”) or any of its employees or advisers, shall be considered confidential and not to be reproduced /transmitted /adopted /displayed for any purpose whatsoever.

This RFP is one of the steps in the process of selection of an entity for the project for **PROCUREMENT OF SCIENTIFIC & TECHNICAL SERVICES FOR COMPLETE SUPPLY, FABRICATION, ERECTION, INSTALLATION & SUCCESSFUL COMMISSIONING OF SARAIYA NALLAH DRAIN TREATMENT BY BIO - REMEDIATION TECHNOLOGY” AS PER CPCB NORMS / NGT GUIDELINES OF 7.5 MLD EFFLUENTS DISCHARGED FROM INDUSTRIES WITHIN GORAKHPUR INDUSTRIAL DEVELOPMENT AUTHORITY (GIDA).**

This RFP is not an agreement or an offer by the Authority to the Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to a specific Request for Proposal (RFP).

This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority/ Employer in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority /Employer, its employees or advisers to consider the objectives, technical expertise and particular needs of each Applicant who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

The information provided in this RFP is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority/ Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority and its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in anyway in this subject.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement any information, objective, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant for the project and the Authority reserves the right to reject all or any of the proposals / terminate the process at any time without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the participation in this process regardless of the conduct or outcome of the process.

Gorakhpur Industrial Development Authority

Sector-7, GIDA, Gorakhpur- 273212

Ph: 0551 – 2580010, Fax: 0551 – 2580090

Website: <https://gidagkp.in/>

NIT No.

Date: 20/09/2021

NOTIFICATION

INVITING REQUEST FOR PROPOSAL (RFP) FROM COMPANIES/FIRMS, “PROCUREMENT OF SCIENTIFIC & TECHNICAL SERVICES FOR COMPLETE SUPPLY, FABRICATION, ERECTION, INSTALLATION & SUCCESSFUL COMMISSIONING OF SARAIYA NALLAH DRAIN TREATMENT BY BIO - REMEDIATION TECHNOLOGY” OF 7.5 MLD EFFLUENTS DISCHARGED AS PER CPCB NORMS / NGT GUIDELINES FROM INDUSTRIES WITHIN GORAKHPUR INDUSTRIAL DEVELOPMENT AUTHORITY (GIDA) TILL THE COMMISSIONING OF COMMON EFFLUENT TREATMENT PLANT (CETP) AT GIDA, GORAKHPUR

The Gorakhpur Industrial Development Authority is engaged in development and coordination of industrial area at GIDA. As part of this endeavour, the Authority has decided to undertake the invites Request for Proposal (RFP) from operators/companies/firms to “PROCUREMENT OF SCIENTIFIC & TECHNICAL SERVICES FOR COMPLETE SUPPLY, FABRICATION, ERECTION, INSTALLATION & SUCCESSFUL COMMISSIONING OF SARAIYA NALLAH DRAIN TREATMENT BY BIO - REMEDIATION TECHNOLOGY” AS PER CPCB NORMS / NGT GUIDELINES OF 7.5 MLD EFFLUENTS DISCHARGED FROM INDUSTRIES WITHIN GORAKHPUR INDUSTRIAL DEVELOPMENT AUTHORITY (GIDA) till the commissioning of Common Effluent Treatment Plant (CETP) at GIDA, Gorakhpur. The details are given below:

Background

Saraiya drain is a natural drain covering approximately 4.92 km before its confluence into the Aami river, at 26°43'03"N 83°13'06"E, located in Bharsar village Gorakhpur. The Aami River is a tributary of the Rapti River and merges into it after making its way through the Gangetic plains. Before its confluence point at Sohaura, it receives industrial effluents at several locations in a significant stretch, starting at Radhauli. Saraiya Drain is a mixed type of drain receiving treated effluent from many micro and major industries and raw domestic effluent from some other sectors located in the Gorakhpur Industrial Development Authority.

Conditions and eligibility criteria

RFP of each Applicant shall be evaluated based on the following Eligibility Criteria:

Sl. No.	Criteria	Specific Requirement	Documents Required
1.	Applicant Entity	Legal entities duly registered under the Companies Act 1956 /2013, or, public/ semi-public entities which are financially autonomous. Entities registered under	Certificate(s) of incorporations

		equivalent law / act in foreign countries may participate. However, they will need to be registered in India, if selected for this project’s implementation	
2.	General Requirement	Applicant/consortium should be: Engaged at least in one large infrastructure projects of Rs 10 cr., preferably Government projects in last 5 years	Self-attested certificates / registrations / copy of documents to establish the general requirement conditions to be enclosed. MoU of the consortium clearly specifying the role and area of specialization of the individual partners should be submitted.
3.	Turnover	The applicant / lead partner in case of consortium shall have Average Annual turnover of at least Rs 10 Crores during the last three FYs (2017-18,2018-19, 2019-20)	Certificate(s) from statutory auditors of the Applicant; Annual Audit Reports
4.	No Barring Certificate	Any entity which has been barred, by any public / semi-public agency / Central / State / Local Government, and the bar subsists as on the date of Application, would not be eligible, either individually or as member of a Consortium.	Undertaking by the authorized signatory as well as all members of consortium

- In case of Consortium, Consortium agreement to be submitted with percentage share of each member, Lead member should have a minimum of 51% share in the Consortium. Consortium member should be jointly and severally responsible.
- The contractor should ensure that the effluent released from industries into Saraiya drain is treated and water discharged into Aami river complies with CPCB/ UPPCB/ norms as per MoEF guidelines and others.

Submission of RFP by interested parties

Companies/firms interested in setting up alternative treatment unit in GIDA can submit their bid as per the format duly signed enclosed along with detailed project proposal addressed to **The Senior Manager (CIVIL), GIDA, Sector – 7, Gorakhpur - 273212**. Kindly contact the above mentioned address or (tenders.gida@gmail.com) for information regarding the RFP.

Date of submission

The last date for the submission of the willingness with credentials and proposal is on 15.09.2021 before 5.00 PM. (Hard copy & Soft copy).

Data Sheet

Sl.No	Item	Details
1.	Project name	REQUEST FOR PROPOSAL (RFP) FROM COMPANIES/FIRMS FOR TREATMENT OF 7.5 MLD EFFLUENTS DISCHARGED TO SARAIYA DRAIN BY BIO-REMEDIATION OR ANY OTHER TECHNOLOGY AS PER CPCB NORMS / NGT GUIDELINES FROM INDUSTRIES WITHIN GORAKHPUR INDUSTRIAL

Sl.No	Item	Details
		DEVELOPMENT AUTHORITY (GIDA) TILL THE COMMISSIONING OF COMMON EFFLUENT TREATMENT PLANT (CETP) AT GIDA, GORAKHPUR
2.	Nodal Officer (for any clarification)	Senior Manager, Civil Gorakhpur Industrial Development Authority (GIDA) Sec.-7, Gida Gorakhpur-273212 Office No: 0551-2580010,2580090, tenders.gida@gmail.com .
3.	Publication of RFP	20.09.2021
4.	Documents download (start time)	20.09.2021 at 11:00 hrs Document can be downloaded from http://gidagkp.in
5.	Date of submission of soft copy proposal	11.10.2021, 17:00 hrs Soft copy of the proposal to be submitted to tenders.gida@gmail.com . Note: Financial Bid should be password protected and should be provided to the authority at the time of opening of financial bid.
6.	Date of submission of hard copy of Technical & Financial Bid, Earnest Money Deposit (EMD) and Proposal fee	11.10.2021, 17:00 hrs Note: There should be no difference in submission of soft and hard copy, in case any difference is found, soft copy will be considered as final. Its mandatory to submit both hard and soft copy of documents.
7.	Bid submission address	Gorakhpur Industrial Development Authority (GIDA) Sec.-7, GIDA Gorakhpur-273212
8.	Earnest Money Deposit (EMD) – refundable	INR 1,00,000 /- (Rupees One Lac only) by NEFT/ RTGS from a nationalized/ scheduled bank and payable at Gorakhpur along with minimum validity of 90 days from date of submission of the bids. Payable in the name of Gorakhpur Industrial Development Authority, Gorakhpur.
9.	Proposal Fee (non-refundable)	INR 10,000 /- (Rupees Ten Thousand only) by NEFT/ RTGS from a nationalized/ scheduled bank and payable in Gorakhpur. Payable in the name of Gorakhpur Industrial Development Authority, Gorakhpur.
10.	Account Details for online transfer of EMD/Proposal Fee	A/C Name: Gorakhpur Industrial Development Authority (GIDA) A/C Number: 6332000100000414 IFSC Code: PUNB0633200 Bank: Punjab National Bank, GIDA, Gorakhpur
11.	Opening of bids	12.10.2021 by 15:00 hrs at Gorakhpur Industrial Development Authority (GIDA), Sec.-7, Gida Gorakhpur-273212
12.	Bidding Model	Single Bidder/ Joint Venture/ Consortium is allowed to participate maximum up to 1
13.	Period of contract	12 Months
14.	Validity of the Proposal	Proposals must remain valid for 365 calendar days after the proposal submission deadline

-Sd/-
Senior Manager (Civil)

Project Objective

GIDA intends to treat the effluent discharged into Saraiya Nallah drain by the way of innovative & effective so as to achieve water bodies discharge quality guidelines issued by CPCB in June 2019. By introduction of such techniques the quality of the water shall be confirming to the parameters as prescribed by the CPCB and the milestone and deliverables water quality parameters for as mentioned in the scope of work.

Scope of Work

The scope of work and details of the services to be provided by the Bidder which broadly includes, but is not limited to the following, are given below:-

Sl.No	Work Description
1	Supply of bacteria or other materials required as per technology with all T&P for Biological or other treatment of drains including supply and installation of V- notch & regular measurement of discharge but exclude sample testing.
2	Preparation of dozing or input material and its application at drains located at different places during treatment period
3	Construction of Bundat sections of drain for ponding and fixing of screens and its maintenance for treatment period.
4	Spreading of colour control remedies at selected locations.
5	Sludge removal & it's safe disposal at specified location (if any).
6	Solids/Floating material removal & it's safe disposal at specified location area.
7	Fortnight collection of composite sample and its testing for BOD, COD, TSS and Ph as per norms of CPCB.

Note:-

1. If the desired parameters are not achieved, reduced payment shall be made all deemed to be fit and appropriate in the opinion of competent authority. The payment shall be made as mentioned in schedule of payments.
2. The Deliverables will be on hiring basis and necessary systems/equipment's/instruments/manpower etc will be supplied, transported, installed operationalized, decommissioned and demobilized and/ or shifted for its use at another location as specified by GIDA during the period of Contract by bidder and will be property of bidder after the contract period.
3. Monthly testing of sample & performance monitoring shall be done by GIDA/Third Party Inspection (TPI) appointed by GIDA. Cost of TPI shall be borne by bidder and testing of samples and performance monitoring shall also be done by bidder after every 15 days.
4. Duration for treatment and O&M will 12 months.
5. The treated effluent parameters shall be demonstrated over 24 hours composite samples with a 98% plus compliance. In other words, not more than 2% samples can be off specifications, on a monthly basis (i.e., 1 no. sample in a month). A variance of up to 15% on individual grab sample shall be allowed. In other words, if any parameter of any grab sample is beyond 15% of the stipulated values, the sample shall be considered as “non- compliant”. Only 10 grab samples with a variation within 15% of the stipulated values shall be permitted per month. All non-compliant sample will be treated as per tender condition for non compliance and penalized accordingly.
6. Contractor is required to maintain guarantee parameters for treated effluent quality during O&M period. These quality parameters are subject to presumptions that actual pollutant (Pollutants like BOD, TSS, Nitrogen etc. in kg/day) load will not exceed design pollutant load (kg/day) per day for

every parameters. However, individual pollutant concentration (mg/l) can exceed up to 10 % of design parameters, and total sewage flow can exceed up to 10% design flow.

7. During treatment period will impose following penalties/liquidated damages for not maintaining the guaranteed parameters, as described below:

In case National Green Tribunal New Delhi/Central Pollution control Board/Uttar Pradesh Pollution Control Board imposes any penalty, within contract period, for nonconformance of discharge parameters (BOD, COD, TSS and pH) for the drain under treatment, the amount of such penalty will be charged to the bidder.

This part describes extents of work and GIDA requirements for works in brief. The samples of effluent industrial waste water were taken at the Saraiya Nallah drain and were tested. The details of parameters at the outlet of drains are as follows:-

***Note:** Water Quality Report of Saraiya Drain will be provided to the successful bidder.

The bidder should visit site personally and confirm all the waste water parameters at outlet of drains and quote the rates accordingly. No extra payment will be made to the contractor. The proposed technology should treat the waste water to the extent to reduce the outlet parameters to the following values as per NMCG:-

Sl.No	Parameters	Parameters after Bio remediation
1	BOD _{3, 27} (Biochemical Oxygen Demand) of filtered sample	<= 30 mg/ltr or 70% reduction in the BOD load value from the initial reading (whichever is lower)
2	COD (Chemical Oxygen Demand) of filtered sample	<= 150 mg/ltr or 70% reduction in the COD load value from the initial reading (whichever is lower)
3	TSS (Total suspended Solids)	<= 100 mg/ltr or 70% reduction in the TSS load value from the initial reading (whichever is lower)
4	pH	6.5 to 9.0

Apart from the above-mentioned parameters the bidders will submit the methodology /technique to be used for the In-Situ remediation of the water body along with the detailed action plan. So as to ensure

- (i) Reduction of BOD, COD & TSS
- (ii) Maintains pH level
- (iii) Reduction of the foul odour
- (iv) Removal of floating and plastic debris in the dosing areas.

1. The bidder should ensure that proposed product for Bioremediation or any other remediation measure treatment should be Eco- friendly and biodegradable as per CPCB/NGT/UPPCB norms.
2. The agency shall submit the proof/ documents/test reports of the samples before and post treatment with the technology as well as the documents stating where the technology has been used and there results accordingly.
3. Process/schedule/frequency of taking samples before and after treatment, there upon checking/testing

of various parameters. The agency shall arrange adequate staff/personnel dully qualified and experienced in the field of environment engineering with minimum experience of 5 years in the field.

SPECIAL CONDITIONS

1. The scope of work taken in the NIT/Estimate maybe amended/changed i.e. increase, decrease in qty, introduction of new item, as per the actual condition of the site and agency/contractor is bound to execute the same on the existing rates taken in the BOQ/NIT or in case of extra items which are not in the contract the work shall be executed at market rate including GST plus 10 % contractor profit.
2. Bidder must have an annual turnover during the last 3 financial year ending 31 march of the previous year based on audited balance sheet shall not be less than 50% of estimate cost. (Signed by CA)
3. Net worth of the bidder as on the last date of the previous financial year shall not be less than 50% of the estimate cost. (Signed by CA)
4. The bidder should have successfully executed, completed and commissioned following similar works during last 4 year from the end date of submission of bid.
 - a) 1 work costing not less than 80 % of the estimated cost.
 - b) 2 work costing not less than 50 % of the estimated cost.
 - c) 3 work costing not less than 40 % of the estimated cost 5.

The bidder should have at least 3 years’ experience in the similar filed. Documentary proof should be uploaded along technical bid.

5. Bidder shall make necessary arrangements for getting electrical connections, build temporary drain/structure for channelization of flow, install necessary meters to measure inlet and outlet flow (in order to measure the real-time flow of the drain based on which the GIDA shall make payment to the bidder).

Performance Report

The Firm / contractor / bidder shall substantiate the entire above requirement with proof, letters from clients, experience and quality performance certificates, giving the name of work and the quantity of material used in that project. **Also submit the monthly report and upon satisfactory performance received from the GIDA the monthly payment shall be released by the authority.**

Personnel Capability

As per requirement for proper completion of work.

Methodology & Equipment Capability

As per requirement for proper completion of work.

SUBLETTING

The bidder(s) **shall not sublet transfer or assign the contract** or any part thereof without the prior written approval of the GIDA. In the event of the bidders contravening this condition the GIDA. is entitled to terminate the contract and to get the balance items under the contract extended at the risk and cost of the bidder and the bidder(s) shall be liable for any loss or damage which the GIDA. may sustain in consequence or arising out of such replacing of the contract.

Manner of submission of tender (Two Bid system)

Tenders shall be submitted to GIDA. One envelope shall contain the technical documents & documents related to eligibility criteria duly super-scribed as “technical Bid”. Second envelope shall contain the price details duly super-scribed as “Price Bid/Financial Bid”. The two envelopes to be uploaded shall contain the following:

Envelope No. 1 (Technical Bid):

- a. Receipt of EMD
- b. RTGS receipt of Non-refundable tender fee.
- c. All documents required as per Eligibility Criteria (to be submitted in the same chronological order as asked in the Criteria)
- d. All required annexure to be filled and submitted as asked in the tender document.
- e. Work Plan/ Methodology

Envelope No. 2 (Price/ Financial Bid):

This envelope shall only contain the Price (Financial) Bid. The price bid shall be filled as per original enclosed schedule and in which the bidder participation requiring shall typed or written in indelible ink in words and figures at appropriate places as.

Performance security Deposit

1. The successful bidder shall furnish within 2 weeks of the acceptance of his tender a performance Security Deposit of 10% of Contract prices for respective package as BG/FDR issued from any scheduled commercial Bank in favour of, CEO GIDA, Gorakhpur.
2. The security Deposit shall be furnished in favour of the CEO, GIDA, Gorakhpur as mentioned in LOI.
3. The security deposit furnished by the bidder shall be subject to the term & conditions given in the Annexure of this tender and GIDA will not be liable for payment of any interest on the security deposit or an depreciation of value of the equipment/material/machinery etc, employed.
4. If the successful bidders had previously held any contract in GIDA and furnish security deposit, the same shall not be adjusted against this tender and a fresh security deposit will be required to be furnished.

Rates

Rate shall be quoted exclusive of all State/Central/Local Government taxes such as GST, Labour Cess, duties and other expenses. The bidder shall quote rate per MLD for bio remediating effluents of Saraiya Drain.

Opening of tender

The tender i.e. technical bid will be opened in GIDA Office. The bidder will be at liberty to be present either in person or through an authorized representative at the time of opening of the tenders.

In the event of more than one bidder becomes L1, the Competent Authority, reserves the right to select one of the L1 bidders based upon various norms like quality of work experience, number of years in operation and other credentials like work completion certificate of any Central Government / State Government Undertaking /Organisation.

Terms & Conditions

Accountability

- It is GIDA’s responsibility to ensure that the consultant has access to requisite documentation owned by GIDA from the immediate beginning of the work and for the duration of the work.
- It is the consultant’s responsibility to ensure that all objectives proposed, and all deliverables proposed are achieved and disclosed prior to the agreed end-date of the project.
- It is the consultant’s responsibility to ensure any information it possesses relating to GIDA that is not available in the public domain be treated with the utmost confidentiality and discretion.
- Where the consultant feels the need to disclose confidential information to a third party, it is their responsibility to ensure that it does so with the explicit permission of GIDA.

Earnest Money Deposit

- An earnest money deposit (EMD) as mentioned in the data sheet in the form of NEFT/ RTGS in favour of “Gorakhpur Industrial Development Authority”, payable at Gorakhpur shall have to be submitted by the bidders’ along with the bid. The EMD shall be furnished in Indian National Rupees (INR) and should be valid for a period of minimum 90 days from the submission date of the bid.
- Any bid not secured in accordance with above mentioned clause, shall be rejected by the Purchaser as being non-responsive, without any further correspondence. Unsuccessful bidders’ EMD will be discharged / returned after end of the overall bid process.
- Earnest Money Deposit furnished by selected Bidder shall be refunded after signing of contract and submission of Contract Performance Guarantee. The EMD can be forfeited if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form or during the bid process, if a Bidder indulges in any such deliberate act that would jeopardize or unnecessarily delay the process of bid evaluation and finalization, or if any information is found wrong / manipulated / hidden in the bid.
- The decision of the Purchaser regarding forfeiture of the EMD shall be final & shall not be called upon question under any circumstances. No interest will be paid on the EMD.
- Bidder should submit the scanned copy of the proof of payment through NEFT/ RTGS of EMD as part of technical proposal in softcopy submission.

Corrupt and prohibited practices

It is GIDA’s requirement that the bidders observe the highest standard of ethics during the Selection Process and execution of such contract. In pursuance of this policy, GIDA:

a. defines, for the purposes of this provision, the terms set forth below as follows:

- 1 “Corrupt practice” means the offering, giving, receiving, or soliciting anything of value to influence the action of officials in the Selection Process or in contract execution; and
- 2 “Fraudulent practice” means a misrepresentation of facts in order to influence the selection process or the execution of a contract in a way which is detrimental to GIDA, and includes collusive practices among bidders (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive GIDA of the benefits of free and open competition.
- 3 “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;
- 4 “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Client 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

- 5 “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.
- b. will reject the Proposal for award if it determines that the bidder has engaged in corrupt or fraudulent activities in competing for the contract in question;
- c. will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for and in executing the contract.

Dispute Resolution and Arbitration

- If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement.
- In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration.
- The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators.
- Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator.
- The seat of arbitration shall be Lucknow – India and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.

Termination

- a. The failure on the part of the successful bidder to perform any of its obligations or comply with any of the terms of this RFP shall constitute an Event of Default on the part of the successful bidder. The events of default as mentioned above may include, inter-alia, the following:
- i. the successful bidder has failed to perform any instructions or directives issued by the GIDA which it deems proper and necessary to execute the scope of work under the RFP, or
 - ii. the successful bidder has failed to remedy a failure to perform its obligations in accordance with the specifications issued by GIDA, despite being served with a default notice which laid down the specific deviance on the part of the successful bidder to comply with any stipulations or standards as laid down by GIDA; or
 - iii. the successful bidder has failed to conform with any of the specifications as set out in the RFP or has failed to adhere to any amended direction, modification or clarification as issued by GIDA and which GIDA deems proper and necessary for the execution of the scope of work under this RFP;
 - iv. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the successful bidder;
 - v. The successful bidder or its team has failed to comply with or is in breach or contravention of any applicable laws;
 - vi. The successful bidder has failed to comply with any terms and conditions of this RFP;
- b. In the event of any default by the successful bidder as stated above, GIDA will issue a Notice to the bidder in writing setting out specific defaults / deviances/ omissions. The successful bidder will need to remedy the default/ deviances / omissions committed within thirty (30) days of the receipt of the notice to the satisfaction of GIDA. In case, the successful bidder fails to remedy the default to the satisfaction of GIDA, GIDA will be entitled to terminate the Agreement in full or in part.

- c. Upon termination of the Agreement, the GIDA also has the right to debar the Agency from participating in future works.
- d. On Termination, the EMD will be forfeited and encased by GIDA.

Force Majeure

- Neither GIDA nor the bidder will be in breach of the agreement if any total or partial failure by it of its duties and obligations is occasioned by any act of God, fire, floods, terrorist attacks, riots, political strikes or disturbance, stoppage of work due to governmental order/alert. If such reasons continue to prevent performance of either party's duties or obligations for a period of more than fifteen (15) working days, the parties shall consult together for the purpose of agreeing what action should be taken.

Intellectual Property Rights

- Intellectual Property Rights for any software developed for this consultancy shall lie with GIDA. If a third party claims that a product/services delivered by the selected consultant to GIDA infringes that party's patent or copyright, the selected consultant shall defend GIDA against that claim at his expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by contractor, provided that GIDA
 1. promptly notifies the selected consultant in writing of the claim and
 2. allows the selected consultant to control, and cooperates with him in the defence and any related settlement negotiations

Limitation of liability

- Limitation of liability for this engagement will be capped at 100% of the fees paid to consultant

ANNEXURES

Cover letter of proposal

Dated:

To,
The Chief Executive Officer,
Gorakhpur Industrial Development Authority (GIDA)

Subject: "PROCUREMENT OF SCIENTIFIC & TECHNICAL SERVICES FOR COMPLETE SUPPLY, FABRICATION, ERECTION, INSTALLATION & SUCCESSFUL COMMISSIONING OF SARAIYA NALLAH DRAIN TREATMENT BY BIO - REMEDIATION TECHNOLOGY" AS PER CPCB NORMS / NGT GUIDELINES OF 7.5 MLD EFFLUENTS DISCHARGED FROM INDUSTRIES WITHIN GORAKHPUR INDUSTRIAL DEVELOPMENT AUTHORITY (GIDA)" Gorakhpur, Uttar Pradesh.

Dear Sir,

With reference to your RFP document dated ---, 2021, we, having examined the RFP document and understood its contents, hereby submit our Proposal for the aforesaid Project.

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Independent Engineer for the aforesaid Project.
3. We shall make available to GIDA any additional information it may find necessary or require supplementing or authenticate the Proposal.
4. We acknowledge the right of GIDA to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 5 (five) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
6. We declare that:
 - a. We have examined and have no reservations to the RFP document, including any Addendum issued by GIDA.
 - b. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Data sheet of the RFP document, in respect of any tender issued by or any agreement entered into with GIDA or any other public sector enterprise or any government, Central or State;
 - c. We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - d. We hereby acknowledge that neither we, nor our Associates, have been engaged by the Concessionaire to provide goods or works or services for the Project.
7. We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to submit their Proposals for the Project, without incurring any liability to the Bidders.
8. We certify that we satisfy the Conditions of Eligibility and are qualified to submit Proposal in accordance with the provisions of RFP document.
9. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

11. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees
12. We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate GIDA of the same immediately.
13. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by GIDA in connection with the short-listing of Bidders, or in connection with the Selection Process itself, in respect of the above-mentioned Assignment and the terms and implementation thereof.
14. We have studied the entire RFP document carefully and also surveyed the Project site. We understand that, we shall have no claim, right or title arising out of any documents or information provided to us by GIDA or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Assignment.
15. We agree and understand that the Proposal is subject to the provisions of the RFP document. In no case, we shall have any claim or right of whatsoever nature if we are not short-listed or our Proposal is not opened.
16. We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP document.
17. We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, we submit this Proposal under and in accordance with the terms of the RFP document.

Date:
Place:

Yours faithfully,
(Signature of the Authorised signatory)
(Name and designation of the of the Authorised signatory)
Name and seal of Bidder

(On Stamp paper of relevant value)

Know all men by these presents, We.....(name and address of the registered office) do hereby irrevocably nominate, constitute, appoint and authorise Mr /Ms.....(name and residential address) who is presently employed with us and holding the position of as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required to in connection with or incidental to our Proposal for selection of consultant "PROCUREMENT OF SCIENTIFIC & TECHNICAL SERVICES FOR COMPLETE SUPPLY, FABRICATION, ERECTION, INSTALLATION & SUCCESSFUL COMMISSIONING OF SARAIYA NALLAH DRAIN TREATMENT BY BIO - REMEDIATION TECHNOLOGY" AS PER CPCB NORMS / NGT GUIDELINES OF 7.5 MLD EFFLUENTS DISCHARGED FROM INDUSTRIES WITHIN GORAKHPUR INDUSTRIAL DEVELOPMENT AUTHORITY (GIDA)," Gorakhpur, Uttar Pradesh.at Gorakhpur Industrial Development Authority and providing information/responses to GIDA in all matters in connection with our Proposal.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the _____ day of _____ 2021 in witness whereof we, _____, the above named principal have executed this power of attorney on this _____ day of _____, 2021.

For

(Name and designation of the person(s) signing on behalf of the Bidder)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date :

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Copy of such document should be submitted along with the Power of Attorney.
2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Undertaking for Fixed Budget Financial Proposal

To,
The Chief Executive Officer,
Gorakhpur Industrial Development Authority (GIDA)
Gorakhpur

Subject: "PROCUREMENT OF SCIENTIFIC & TECHNICAL SERVICES FOR COMPLETE SUPPLY, FABRICATION, ERECTION, INSTALLATION & SUCCESSFUL COMMISSIONING OF SARAIYA NALLAH DRAIN TREATMENT BY BIO - REMEDIATION TECHNOLOGY" AS PER CPCB NORMS / NGT GUIDELINES OF 7.5 MLD EFFLUENTS DISCHARGED FROM INDUSTRIES WITHIN GORAKHPUR INDUSTRIAL DEVELOPMENT AUTHORITY (GIDA), GORAKHPUR.

Dear Sir,

We undertake that the Financial Proposal submitted by us does not exceed the fixed budget of
Rs. _____ (Rupees _____).

Date:
Place:

Yours faithfully,
(Signature of the Authorised signatory)
(Name and designation of the of the Authorised signatory)
Name and seal of Bidder

Technical Bid Formats

Format-1: General Information about bidder

Sl.No	Particulars	Details
1	Name of the bidder	
2	Address of the bidder	
3	Constitution of the bidder	
4	Name & designation of the contact person	
5	Telephone No.	
6	Email of the contact person	
7	Fax No.	
8	Website	
9	Certificate of Incorporation	
10	No. of years in consulting business	
11	Technical Certifications obtained	
12	PAN Card No	
13	Goods & Service Tax Registration Number	

Format-1 A: General Information about Consortium Partner

Sl.No	Particulars	Details
1	Name of the bidder	
2	Address of the bidder	
3	Constitution of the bidder	
4	Name & designation of the contact person	
5	Telephone No.	
6	Email of the contact person	
7	Fax No.	
8	Website	
9	Certificate of Incorporation	
10	No. of years in consulting business	
11	Technical Certifications obtained	
12	PAN Card No	
13	Goods & Service Tax Registration Number	

Financial strength of the firm/agency

Sl.No	Financial Year	Annual Turnover (in Crore)
1		
2		
3		
Average of the above		

Dated:

Signature of the authorized signatory
Name
Designation

Counter signed
By auditor

Undertaking of Non-Black-Listed

TO WHOM SO EVER IT MAY CONCERN

It is certified that our firm _____ is not black-listed by any Govt./ Local bodies / PSUs.

Place Date.

Signature of the Applicant

Name & Designation

Financial Proposal

Form for Performance Guarantee

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref.: Bank Guarantee: _____ Date: _____

Sir,

In consideration of Gorakhpur Industrial Development Authority GIDA (hereinafter referred as the 'Client', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s _____ (hereinafter referred to as the 'Consultant' which expression shall unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Client's Contract Agreement No. dated _____ and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at Rs. (in words and figures) for conducting "PROCUREMENT OF SCIENTIFIC & TECHNICAL SERVICES FOR COMPLETE SUPPLY, FABRICATION, ERECTION, INSTALLATION & SUCCESSFUL COMMISSIONING OF SARAIYA NALLAH DRAIN TREATMENT BY BIO - REMEDIATION TECHNOLOGY" AS PER CPCB NORMS / NGT GUIDELINES OF 7.5 MLD EFFLUENTS DISCHARGED FROM INDUSTRIES WITHIN GORAKHPUR INDUSTRIAL DEVELOPMENT AUTHORITY (GIDA), GORAKHPUR (hereinafter called the 'Contract') and the Client having agreed to make payment to the Consultant for performance of the above Contract as per the contract for consultancy service against Bank Guarantee to be furnished by the Consultant as security for the performance of the Consultant's obligation and/ or discharge of the Consultant's liabilities under / and/or in connection with the said contract.

We (Name 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 Client immediately on demand in writing all amounts demanded by the Client with reference to this guarantee/undertaking to the extent of Rs. _____ aforesaid at any time (upto 10% of the contract amount) without any demur, reservation, contest, recourse or protest and/or without any reference to the Consultant. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant 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 Client discharges this guarantee. And the Bank hereby further agrees as follows:

1. This Guarantee/Undertaking shall be a continuing Guarantee/Undertaking and shall remain valid and irrevocable for all claims of the Client and liabilities of the Consultant arising upto and until 12 months from the date of the approval of the [Environment Clearance] on consultancy services provided by the Consultant provided that the Bank shall upon the written request of the Client made within in 6 (six) months of the said date extend this Guarantee/Undertaking by a further 6 (six) months from the said date, within which the Client may make a demand hereunder.
2. This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that the Client may now or at any time have in relation to the Consultant's.

PERFORMANCE SECURITYFORM

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

TO,

The CEO, GIDA Gorakhpur

WHEREAS (name and address of the supplier) (hereinafter called " the supplier") has undertaken .in pursuance of contract no.....dated.....to supply (description of goods and services) (here in after called "the contract")\

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by for the sum specified therein as security for compliance with its obligations in accordance with the contract:

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier up to a total of

(amount of the guarantee in words and figures)and we undertake to pay you ,upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument ,any sum or sums within the limit of (amount of guarantee) as aforesaid ,without needing to prove or to show grounds or reasons for your demand or the sum specified therein .

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification

This guarantee shall be valid until theday of 20.....

(Signature of the authorized officer of the bank)

Name and designation of the officer

Seal, name & address of the bank/branch