

**Gorakhpur Industrial Development
Authority
Sector-7 GIDA, Gorakhpur**

Request For Proposal

Gorakhpur Industrial Development Authority (GIDA) is requesting for " Proposal for Consultant / Consultancy Firm for Architecture, Engineering and Planning projects like prepare the Layouts, costings and DPR of diffirents land uses after actual ground T.S. survey for Gorakhpur Industrial Development Authority" area" .

The RFP document will be availble online on our website [https// www.gidagkp.in](https://www.gidagkp.in) (in grievance menu) 20-06-2024 onwards to 25-06-2024. For details please visit the above mentioned link. Intersted firms/agencies shall sumbit their response in the prescribed formats along with all the relevant documents on or before 25-06-2024 03:00 pm. on the address mentioned below:

**Chief Executive Officer, (GIDA)
Gorakhpur Industrial Development Authority (GIDA)
sec-7, GIDA, gorakhpur-273212**



Chief Executive Officer

REQUEST FOR PROPOSAL

PROPOSAL FOR CONSULTANT TO PREPARE

ARCHITECTURE, ENGINEERING AND PLANNING PROJECTS

**(like prepare the Layouts, costings and DPR of diffirents land uses after
actual ground T.S. survey etc.)**

FOR

GORAKHPUR INDUSTRIAL DEVELOPMENT AUTHORITY

(GIDA)



INVITATION OF RFP

NITno. _____

Dated:- _____

On behalf of the CEO GIDA, online RFPs in prescribed form are invited by Planning Division, Gorakhpur Industrial Development Authority (GIDA), address-----, Gorakhpur-UttarPradesh from reputed and qualified firms/agency/organizations having knowledge and experience in the field of “ **Proposal for Consultant / Consultancy Firm for Architecture, Engineering and Planning projects like prepare the Layouts, costings and DPR of diffirents land uses after actual ground T.S. survey for Gorakhpur Industrial Development Authority**” as per details given below for carrying out the following works:

EMD: _____ Rs.50,000/- (Rs.Fifty Thousand only)

Date of start of Down loading RFP: _____ **20/06/2024**

Last date of submission of Online Proposal: _____ 25/06/2024 upto 03:00PM

Last date of opening of Technical Bid: _____ **26/06/2024** upto 11:30AM

- i. Only online bids will be accepted; therefore the bidders are required to take necessary action to participate in E-bidding.
- ii. The details of this E tender notification and other details can be seen on the web site www.gidagkp.in The E-bids should be submitted through E-procurement website www.gidagkp.in

Nodal Officer (Planning),
GorakhpurIndustrialDevelopmentAuthority
(GIDA), Gorakhpur

DataSheet:

S.No.	Item	Description
1.	TypeOfTechnicalProposal	QCBS,Quality cum Cost based Selection
2.	Lastdateofsubmissionofwrittenqueriesforclarification	Date:20/06/2024;Time 12:00PM Pre-bid date will be scheduled, only written queries will be entertained
3	Response to queries, clarificationandcorrigendum	Date:26/06/2024;Time11:00AM
4.	Lastdate and time of SubmissionofProposal(Proposal DueDate)	Upto03.00PM ;Date25/06/2024
5.	OpeningofTechnicalProposal	At11:30AM(IST)orthereafter;Date26/06/2024
6.	Date of Presentation by TeamLeaderofeligiblebidders	Tobeintimatedlater (If necessary)
7.	Date Of Opening of FinancialProposals	At12:00AM(IST)orthereafter;Date27/06/2024
8.	DurationofServices:	3Years,Extendablefor2years
9.	A nonrefundable processing feeand Refundable Earnest MoneyDeposit	a. Nonrefundable processing fee:Tobe depositedat e-tender website https://etender.up.nic.in ofRs11800/- (RupeesElevenThousandEightHundredonly)enclosedreceiptattachedindocuments with prescribed format to be sent to“Senior Manager (Civil),Gorakhpur IndustrialdevelopmentAuthority, Gorakhpur,U.P.” b. EMD: Rs. 50,000/- (Rupees Fifty Thousand only) Tobe depositedatetenderwebsite, enclosedreceipt attached in documents with prescribedformattobesentto“Nodal Officer (Planning),GorakhpurIndustrialdevelopmentAuthority, Gorakhpur,U.P.,

10.	Validity of Proposal Representative/ Contact Person Of GIDA	180 days from due date of submission of proposal, Senior Manager (Civil), Gorakhpur Industrial development Authority,
11.	Name and Address Where Queries/correspondence concerning this request for proposal is to be sent	
12.	Address where Applicant must submit proposal	

General Terms and Conditions.

Proposal for Consultant / Consultancy Firm for Architecture, Engineering and Planning projects like prepare the Layouts] costings and DPR of different land uses after actual ground T.S. survey for Gorakhpur Industrial Development Authority”

- (1) Bidders can download the tender document from the GIDA web site <https://www.gidagkp.in>
- (2) Bidders have to submit Price bid in Electronic form only one tender website till the Last Date & time for submission.
- (3) All Bid documents shall be signed by authorized personnel.
- (4) Financial proposal will be accepted only clear and per Acre rate basis.
- (5) Projects completion schedule is to be bound and penalty clause will be effective for successful bidder.

**Section 1
DISCLAIMER**

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants in documentary form by or on behalf of the Authority or any of their employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective 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 this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. 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, its employees or advisers to consider the objectives, technical expertise and particular needs of each party 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.

Information provided in this RFP to the Applicants is on a wider 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. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, 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 any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, however caused arising from reliance of any Applicant upon the statements contained in his RFP.

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

The issue of this RFP does not imply that the Authority is bound to select an Applicant to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

SECTION-2

INVITATION ANDS Schedule of Bidding Process

Gorakhpur Industrial Development Authority is developing multiple projects for sustainable growth such as physical and social infrastructure, Town Planning schemes, Industrial, Residential, Institutional, commercial and recreational projects.

Nodal Planning, GIDA requires the services of suitably qualified and registered Consulting Firms/Agencies/Companies to provide **Proposal for Consultant / Consultancy Firm for Architecture, Engineering and Planning projects like prepare the Layouts] costings and DPR of different land uses after actual ground T.S. survey for Gorakhpur Industrial Development Authority** for advising/supporting GIDA in planning and implementation of projects or carrying out Planning exercise including required surveys, feasibility studies, concept plan, structural design & drawings, preparation of Detailed Project Reports and preparation of Bid Documentation for all projects identified for Gorakhpur Industrial Development Authority. The Consulting Firm will be required to establish office in GIDA premises having staff of suitably qualified Professionals competent to carry out all the projects and as shown in the tender. After acceptance of Project Management Unit, the Consultants will be fully responsible to mobilize the resources, manpower and required infrastructure to carry out all the projects covered within the contract of services. In case of any delays, the client reserves rights to force the Consultancy Firm to provide additional resources and personnel as may be required to make up the lost time, for which no additional payment shall be made. Whenever power point presentation or otherwise are sought for, the PMU deployed competent persons shall make necessary arrangements.

INVITATION TO SUBMIT PROPOSALS

GIDA invites detailed proposals from eligible consultants ("Applicant") for **Proposal for Consultant / Consultancy Firm for Architecture, Engineering and Planning projects like prepare the Layouts] costings and DPR of different land uses after actual ground T.S. survey for Gorakhpur Industrial Development Authority** Authority in prescribed form as set out in the RFP.

letter) by the Chief Functionary/representative of the Applicant and with her/his office seal. The Authority would endeavor to adhere to the following schedule of Bidding Process:

Event Description	Scheduled Date
1. Pre-Proposal Conference	Interested bidders can submit their queries in written through email on ceogida-up@up.gov.in till 25/06/2024, Time 12.00 PM.
2. Proposal Due Date (PDD) and time (i.e. last date and time of receiving Proposals)	Upto 03:00 PM; Date 26/06/2024
3. Opening of Technical Proposals	At 11:30 A M (IST) or thereafter; Date 26/06/2024
4. Technical Presentation	Shall be intimated later (If necessary)
5. Opening of Financial Proposals	At 12:00 A M (IST) or thereafter; Date 27/06/2024
6. Validity of Proposals	90 days of Proposal Due Date

Submission of queries and response duration

Interested bidders can submit their queries in written through email on ceogida-up@up.gov.in till 20/06/2024 Time 12.00 PM. Last date of responses to queries and issuance of corrigendum is 26/06/2024 Time 11.00 AM.

Communications

All communications including the submission of Proposals should be addressed to:

ATTN. OF: Nodal Officer (Planning) Gorakhpur Industrial Development Authority, GIDA office, Sector-7, GIDA, Gorakhpur, U.P.-273212

E-Mail Address: ceogida-up@up.gov.in

The Official Website of the Authority is <https://www.gidagkp.in>

All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters: “ **Proposal for Consultant / Consultancy Firm for Architecture, Engineering and Planning projects like prepare the Layouts] costings and DPR of diffirents land uses after actual ground T.S. survey for Gorakhpur Industrial Development Authority**”

SECTION 3 IN INSTRUCTIONS TO APPLICANTS

General terms of Bidding:

An Applicant/consultant can submit only one Proposal.

The applicant should be a Private entity or Government owned entity, a Private entity could be a registered Firm or Company working as a technical consultant in Architecture, Engineering and Planning services. Any kind of Consortium or joint venture is not allowed.

The Proposal and all communications in relation to or concerning the Bidding Documents shall be in Hindi/English language.

The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Consultant solely for the purpose of preparation and the submission of a Proposal in accordance herewith. Consultants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. The Authority shall not return any Proposal or any information provided along therewith.

This RFP is not transferable.

Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the General Conditions of Contract shall have overriding effect;

Cost of Bidding

The Consultants shall be responsible for all the costs incurred by them, associated with the preparation/submission of their Proposal and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conductor outcome of the Bidding Process.

Verification of information

Consultants are encouraged to submit their respective Proposal after thoroughly going through RFP document.

It shall be deemed that by submitting a Proposal, the Consultant has:

- I. made a complete and careful examination of the Bidding Documents;
- II. received all relevant information requested from the Authority;

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- III. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters above;
 - IV. satisfied itself about all matters, things and information necessary and required for submitting an informed Proposal, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
 - V. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Service Agreement; and
 - VI. Agreed to be bound by the undertakings provided by it under and in terms hereof.

The Authority shall not be liable for any omission, mistake or error on the part of the Consultant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

Right to accept and to reject any or all Bids

Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal or to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

The Authority reserves the right to reject any Proposal and appropriate the Bid Security if:

- I. At any time, a material misrepresentation is made or uncovered, or
- II. The Consultant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for reevaluation of the Bid.
- III. Such misrepresentation/ improper response shall lead to the disqualification of the Proposal

In case it is found during the evaluation or at any time before signing of the Service Agreement or after its execution and during the period of subsistence thereof, that

one or more of the conditions have not been met by the Consultant or the Consultant has made material misrepresentation or has given any materially incorrect or false information, the Consultant shall be disqualified forthwith if not yet appointed as the Technical Consultant either by issue of the LOA or entering into of the Service Agreement, and if the Consultant has already been issued the LOA or has entered into the Service Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Consultant, without the Authority being liable in any manner whatsoever to the Consultant or Technical Consultant, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security as mentioned in this RFP

The Authority reserves the right to verify all statements, information and documents submitted by the Consultant in response to the RFP. Failure of the Authority to undertake such verification shall not relieve the Consultant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

Amendment of RFP

At any time prior to the deadline for submission of Proposals, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Consultant, modify the RFP by the issuance of Addenda.

Any Addendum thus issued will be uploaded on the web site of GIDA <https://www.gidagkp.in> Consultants are requested to visit the site regularly.

In order to afford the Consultants a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Proposal Due Date.

PRE-PROPOSAL CONFERENCE

Pre-proposal conference will be held and last date of submission of queries by interested bidders through email is 24/06/2024 Time 12.00PM and last date of response to queries and issuance of corrigendum is 26/06/2024 Time 11.00 AM.

The Authority shall Endeavour to respond to the questions raised or clarifications sought by the Consultants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

The Authority may also on its own motion, if deemed necessary, issue interpretations and cl

clarifications to all Consultants. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

PREPARATION AND SUBMISSION OF BIDS

Format and Signing of Proposals

The Consultants shall provide all the information sought under this RFP. The Authority will evaluate only those Proposals that are received in the required formats and complete in all respects.

The Proposal shall be typed or written in indelible ink, page numbered, hard bound and signed by the authorised signatory of the Consultant who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialed by the person(s) signing the Bid.

Bid process

- I. GIDA intend to adopt a **QCBS, Quality cum Cost** based bidding process for selection of the firm for PMU for this Assignment. The Proposal would be evaluated on the basis of the evaluation criteria set out in this RFP document in order to identify the successful Applicant ("Successful Applicant"). The Successful Applicant is required to enter into a Service Agreement with GIDA and the draft of the same is set out in **Appendix E**. The fees shall be paid to the Successful Applicant by GIDA in the manner as set out in the Draft Service Agreement.
- II. At any time prior to the Proposal Due Date, GIDA may, for any reason, whether at its own initiative or in response to clarifications requested by any Applicant, modify the RFP document by the issuance of Addenda, or amendment.
- III. The Proposal shall remain valid for a period not less than 180 days from the Proposal Due Date (Proposal Validity Period). GIDA reserves the right to reject any Proposal, which does not meet this requirement.



Minimum Eligibility Criteria

3.9.1.

- I. Experience in Preparation of Infrastructure Development Projects (Storm Water Drainage, Under Ground Drainage and Drinking Water Supply), Road network & related works, Sewer line works/Sewerage treatment projects etc. (Minimum eligible criteria: 01 Projects), (Each contract cost equal to or more than Rs. 25.00 Lacs)
- II. Experience in Preparation of Administrative Building, Institutional Building, Commercial Projects, Group housing project works in last Five years. (Minimum eligible criteria: 01 Project) (Each contract cost equal to or more than Rs. 50.00 lacs)
- III. Experience in Preparation of Development plans or Town planning Schemes for various IDAs / DAs or any State Government body in last ten years. (Minimum eligible criteria: 01 Development Plan or T.P. Scheme)
- IV. Experience in Preparation of Asphalt Roads, R.C.C. Roads and Paver Block roads projects in last ten years for 50 km. (Minimum eligible criteria: 01 Project)
- V. Experience in Project Management Consultancy in development authority / ULB / Municipal Corporation / State Government body in last ten years. (Minimum eligible criteria: 01 DA's or Any State Govt. body), Presentation of Work Methodology and Past experience with Development Authority.
- VI. The average annual turnover of an Applicant firm from consulting / advisory services should be Rs. 01 Crores or more in each of last 3 financial years ending in March 2022, March 2023 and March 2024
- VII. **For Civil Consultant** :- Person who is Civil will be eligible having graduate and Masters degree in Civil from any Reputed Institution. Also having minimum 10 years experience in Preparation of Estimates / D.P.R. / Designing Works, Planning of multi storey buildings / Infrastructure Development works / Drainage System (bitumen / cement concrete roads, R.C.C. Drains, R.C.C. Culverts etc.) / Water Supply / Sewerage works etc. Experience in setting up C.E.T.P./S.T.P. will be preferred.
- VIII. **For Structural Engineer** :- Person who is Civil / Structural Engineer will be eligible having graduate and masters degree in Civil / Structural Engineering from any Reputed Institution. Also having minimum 10 years experience in Preparation of Estimates / D.P.R. / Designing Works/ Structural Designing of multi storey buildings / Infrastructure Development Works (bitumen / cement concrete roads, R.C.C. Drains, R.C.C. Culverts etc.) / Water Supply / Sewerage

For the purpose of this RFP document, a Private Entity shall mean a sole proprietorship firm / registered partnership firm / a company registered in India under the Companies Act 1956 amended on 2013.

Any kind of Consortium or Joint Venture is not allowed.

Experience of an Applicant as a member of consortia, for any project/work shall not be considered.

Any entity, which has earlier been barred by the GIDA, Government of Uttar Pradesh, or any other state government in India (SG) or Government of India (GoI), or any of the agencies of GoUP / SG / GoI from participating in similar projects and the bars subsist as on the Proposal Due Date, shall not be eligible to submit a Proposal.

The RFP document can be downloaded from the tender web site and be used for submission. While submitting the proposal it should be accompanied with a non-refundable processing fee for Rs. 11800/- (Rs. Eleven Thousand Eight hundred only) paid online at tender website etender.up.nic.in towards the Processing fee. The proposal without the processing fee will not be considered for evaluation.

GIDA intends to appoint a single entity for the assignment. GIDA is anticipating the requirements for the next 03 years for the Architecture, Engineering and Planning Projects Support Services for the Gorakhpur Industrial Development Authority. These services may further be extended by for a period of maximum two years on satisfactory performance at the discretion of GIDA.

Earnest Money Deposit (EMD)

Proposal should necessarily be accompanied by Earnest Money Deposit of an amount of INR 50,000/- (Rs. Fifty Thousand only) in the form of online transfer at tender website <https://etender.up.nic.in>

EMD shall be returned to the unsuccessful Applicants within a period of Four (4) weeks from the date of signing of Service Agreement between GIDA and the Successful Applicant. EMD submitted by the Successful Applicant shall be released after completion of stipulated period for complete job of the services.

EMD shall be forfeited in the following cases:

- I. if any information or document furnished by the Applicant is found to be misleading or untrue in any material respect; and
- II. If the successful Applicant fails to execute the Service Agreement within the time,

stipulated in the Letter of Award or any extension thereof provided by GIDA.

, terms and conditions.

Clarifications

A prospective

Applicant requiring any clarification on the RFP document may notify GIDA in writing to the address and Email as specified in the RFP. The Applicants should send

in their queries latest by the Last Date for Receiving Queries mentioned in the Schedule of Bidding Process. GIDA may, on its own discretion, may forward its responses to all the Applicants. Responses would include a description of the enquiry without identifying its source at its sole discretion.

Format and Signing of Proposal

The Applicant is required to provide all the information as per this RFP document. GIDA shall evaluate only those Proposals that are received within the time and in the required format and are complete in all respects. Each Proposal shall comprise the documents required as per clause 3.13 below.

Details of submissions:

After submission of all the required documents in requisite format at Etender website, the same shall be dispatched or deposited in hard copy to GIDA address as instructed below.

Envelope-1 “Key Submissions”

The following documents shall be submitted in Envelope 1-

- I. Letter of proposal in the prescribed format (**Appendix A**);
- II. A non-refundable processing fee receipt deposited at Etender website enclosed for an amount of Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred only).
- III. Earnest Money Deposit for an amount of Rs. 50,000/- (Rs. Fifty Thousand only) receipt deposited at gida website www.gidagkp.in
- IV. Power of Attorney for signing the proposal in the prescribed format (Appendix-B).**
- V. RFP and draft Service Agreement duly signed in blue indelible ink and stamped by the authorized representative of the Applicant.
- VI. Checklist of submissions as per Appendix-A-1.**

The envelope should be marked as “Key Submissions”.

Envelope 2: “Technical Proposal”

The following documents shall be submitted in Envelope 2-

- I. Details of the Applicant in the format set out in **Form Tech-1 to Form Tech-10.**

II. Financial capability of the applicant in Form Tech-11

The Technical Proposal need to be submitted in One Original and One soft copy in Pen Drive.

The envelope should be marked as "Technical Proposal"

Envelope 3: "Financial Proposal"

Financial proposal in the format as set out in Form Fin-1 and Form Fin-2

Financial proposal is accepted only clear and per Acre rate basis mentioned.

The Financial Proposal shall be quoted as total fee divided shall be payable to the consultant for under the agreement. It shall be inclusive of the Cost to Company expenses of the experts and personnel to be deployed in GIDA.

The Financial Proposal shall be inclusive of all taxes, surcharges, out of pocket expenses which may be incurred by the consultant towards travel, documentation and communication except those agreed in the RFP. However, the Financial Proposal shall not include GST, Cess, Surcharge levied on such services which shall be reimbursed by GIDA at the prevailing rate. Income tax as applicable shall be deducted at source from every payment towards fees. All consumables for operation of the PMU, in terms of papers, stationary, ink/cartridge for printers, photocopy and fax machines, hardware & software maintenance, license renewal etc. shall be provided by Applicant.

GIDA shall, at its cost and expense, provide to the staff the facilities such as Suitable workplace including workstations, furniture, fittings, internet connection Telephone/ Fax. The charges of water and electricity will be borne by GIDA.

The Financial proposal shall be placed in a sealed Envelope-3 clearly marked by red felt pen "FINANCIAL PROPOSAL" and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL."

If the Financial proposal is not submitted by the Applicant in a separate sealed envelope and not duly marked as indicated above, this will constitute grounds for declaring both Technical and Financial proposals non-responsive.

The original Proposal shall be typed or written in indelible ink and each page shall be initialed by the authorized signatory of the Applicant. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be initialed by the person(s) signing the Proposal.

Sealing and Marking of Proposal

All The three envelopes shall be sealed and placed into an outer envelope and sealed. The outer envelope shall bear the submission address, reference number and Title of the Project, Proposal Due Date and other information indicated in the Data Sheet.

Each of the envelopes, both outer and inner, must be super scribed with the following information:

- I. Name and Address of Applicant
- II. Contact person and phone numbers
- III. Name of Project: **“Proposal For Consultant / Consultancy Firm to setup Project Management Unit for Architecture, Engineering and Planning Projects for Gorakhpur Development Authority”**

The envelopes shall be addressed to:

Nodal Officer (Planning) Gorakhpur Industrial Development Authority, GIDA office, Sector-7, GIDA, Gorakhpur, U.P.-273212	TELNO: 9871090090 E-Mail ceogida-up@up.gov.in
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The envelopes can be delivered through Govt. Speed or registered post or submitted to GIDA by hand at the earliest after submission of bid at Etender website at the given address in prescribed format.

If the envelope is not sealed/damaged and not marked as instructed above, GIDA assumes no responsibility for the misplacement or premature opening of the content of the Proposal submitted and such Proposal, may, at the sole discretion of GIDA, be rejected.

The Applicant is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Applicant's own risk.

It shall be deemed that prior to the submission of the Proposal, the Applicant has:

- I. made a complete and careful examination of terms and conditions/requirements, and other information as set forth in this RFP document;
- II. received all such relevant information as it has requested from GIDA; and
- III. Made a complete and careful examination of the various aspects of the Projects for which the consultancy services are to be provided.

GIDA shall not be liable for any mistake or error or neglect by the Applicant in respect of the above.

Bids from single entity shall only be considered for evaluation. Bidding in consortium shall not be allowed.

Proposal Due Date

Proposals should be submitted within Proposal Due Date and time as indicated in the Schedule of Bidding Process, at the address and in the manner and form as detailed in this RFP document. Proposals submitted by either facsimile transmission or telex will not be accepted.

GIDA may, at its sole discretion, extend Proposal Due Date by issuing a corrigendum.

Opening of Proposals and Clarifications

GIDA would open the Technical Proposal on Due Date at etender.up.nic.in website on due date or any earliest convenient working day after the Proposal Due Date

for the purpose of evaluation. The financial proposal of the technically qualified Applicants shall be opened after intimation of the date, time and venue of such opening in presence of Applicants or their representatives, who choose to remain present.

GIDA reserves the right to reject any Proposal not submitted on time and/or which does not contain the information/documents as set out in this RFP document.

To facilitate evaluation of Proposals, GIDA may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Proposal.

Format of CV of the Team Leader/Team Members

- 1 Name:
- 2 Gender:
- 3 Date of Birth:
- 4 Contact/communication Address:
- 5 Permanent Address:
- 6 Mobile No.:
- 7 E-mail ID:
- 8 Work Experience:

S. No.	Name of Firm	From date	To Date	Duration of service	Designation	Number of persons reporting	Job Description

- 9 Education Qualification:

S. No.	Name of Course / degree / qualification	Year of completion	% of Marks / OAGP obtained	Name of Institute	Name of board / university	Specialization, if any

- 10 Other details, if any, may be mentioned here.

- 11 Certification by the Personnel:

This is to certify that the above details are true to

 best of my knowledge Signature of the personnel

- 12 Certification by the Authorized Signatory of the applicant firm:

This is to certify that the above person is working with our firm as

_____ [mention present designation] from

_____ [mention the date], who will be dedicated for the subject assignment for guiding, managing and supervising the team to be deployed.

 Signature of the Authorized Signatory

Financial Capacity

The information regarding the turnover from consulting services in Last three years should be provided in the format below:

Financial year ended in	Turnover in crores of INR
March 2022 (FY 2021-22)	
March 2023 (FY 2022-23)	
March 2024 (FY 2023-24)	
Average:	

Signature of the Authorized Signatory



Format for Financial Proposal
(On the letterhead of the Applicant)

[Location, Date]

FROM: [Name of Consultant]

.....
.....
.....
.....

To

Nodal Officer Planning
Gorakhpur Industrial Development Authority (GIDA)
Sector-7, GIDA, Gorakhpur, U.P.-273212

Sub: “Proposal for Consultant / Consultancy Firm for Architecture, Engineering and Planning projects like prepare the Layouts] costings and DPR of diffirents land uses after actual ground T.S. survey for Gorakhpur Industrial Development Authority”

Dear Sir,

We, the undersigned, having gone through this RFP document and Draft Service Agreement and having fully understood the scope of services, as set out in this RFP document, offer to provide the consulting services for the above in accordance with your RFP.

1. Our Financial Proposal excluding GST for Project is for the sum of Indian Rupee Monthly _____ (Amount in _____ words and figure). This amount is inclusive of all taxes but excluding GST.
2. Our Financial Proposal shall be binding upon us subject to any modifications resulting from contract negotiations, up to the expiration of the validity period of the Proposal, i.e. (Date).
3. This financial proposal covers Monthly remuneration for all the Personnel, accommodation, air fare, equipment, all overheads, out of pocket expenditures, profits, mentioned in the breakup of financial proposals. This Financial Proposal is without any condition.
4. We understand that Income Tax shall be deducted at source as per applicable laws
5. We understand that in case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.

-
6. We undertake that in competing for and, if the award is made to us, in executing the above consultancy services, we will strongly observe the laws against fraud and corruption to force in India namely "Prevention of Corruption Act 1988". We understand that you are not bound to accept any Proposal you receive.

Yours sincerely, Authorized

Signature:

Name and Title of Signatory:

Name of Firm:

Seal of Firm:

Address

BREAKUPOFFINANCIALPROPOSAL
(OnApplicant'sletterhead)

[Location,Date]

FROM:[NameofConsultant]

.....
.....
.....
.....

To

Nodal officer Planning
Gorakhpur Industrial Development Authority (GIDA)
Sector-7, GIDA, Gorakhpur, U.P.-273212

Sub: Proposal for Consultant / Consultancy Firm for Architecture, Engineering and Planning projects like prepare the Layouts] costings and DPR of diffirents land uses after actual ground T.S. survey for Gorakhpur Industrial Development Authority"

Dear Sir,

Sl. No.	ExpenditureHeads	Quantity For each project	Unit	rates for per acre
A	Ground T.S. Survey			
1.	Layouts	01	No.	
2.	Architechtural design	01	No.	
3.	Prepare GIS and Auto CAD drawing	01	No.	
4.	Revenue map superimposed	01	No.	
5.	Structural design & drawing	01	No.	
6.	Costing and Analysis	01	No.	
7.	Prepare DPR	01	No.	

Total=.....

Taxeslikes GST dtls.....

In Words.....

-
1. We confirm that the rate quoted above are inclusive of all applicable taxes, cess and levies except GST and also inclusive of all office and other expenses which may be incurred by the firm and personnel towards office equipments and automation, hardware, software, consumables etc, documentation, travel, transportation, guesthouse accommodations etc and head office overheads. ("Office and other Expenses")
 2. We understand that the GST shall be paid by GIDA separately at the applicable rates.
 3. We understand that the fees shall be computed and paid subject to the conditions of service Agreement, by GIDA on the basis of actual no of personnel deployed and time spent by the personnel in performance of the services at the Billing rates approved by GIDA and deducting taxes at source as per applicable law in case of difference in amount quote in figures and words, the lower value would be considered for evaluation.
 4. GIDA reserves right to increase or decrease the number of personnel with mutual agreement and the payment will be made in proportion of the persons deployed.

We understand and acknowledge that the above parts of the scope are completely independent from each other and severable.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory: N

ame of Firm:

Seal of Firm:

Address

Roles, Responsibilities and Scope of Services of Project Support Consultant (PMU) and Minimum Qualification and Experience of Experts and Office Assistant

Scope of Work

Nodal Officer Planning, GIDA requires the services of suitably qualified and registered Consulting Firms/Agencies/Companies to provide planning and implementation of projects or carrying out **Proposal for Consultant / Consultancy Firm for Architecture, Engineering and Planning projects like prepare the Layouts] costings and DPR of diffirents land uses after actual ground T.S. survey for Gorakhpur Industrial Development Authority”** Planning and Engineering exercise including required surveys, feasibility studies, preparation of Detailed Project Reports and preparation of Bid Documentation for all projects identified for Gorakhpur Industrial Development Authority. The Consulting Firm will be required to establish office in GIDA premises having staff of suitably qualified Professionals competent to carry out all projects and as shown in the tender. The PMU will also help in appointing other consultants, scrutiny their work and check the DTP. Monitor the work of appointed consultant.

After acceptance of Project Management Unit, the Consultants will be fully responsible to mobilize the resources man power and required infrastructure to carry out all projects covered within the contract of services. In case of any delays, the client reserves rights to force the Consultancy Firm to provide additional resources and personnel as may be required to make up the lost time, for which no additional payment shall be made. Whenever power point presentation or otherwise are sought for, the PMU should deploy competent persons shall make necessary arrangements.

Objectives of the Assignment

The primary objective of the consultancy is to undertake Planning and Engineering exercise including all surveys required and preparation of DPR and Bid Documents for all projects for Gorakhpur Development Authority.

Scope of Work

The feasibility studies and Detailed Project Report (DPR), Bid documents, Planning and Engineering exercise with necessary surveys should be carried out based on the guidelines laid down by the Government. **prepare the Layouts] costings and DPR of diffirents land uses after actual ground T.S. survey for Gorakhpur Industrial Development Authority”** detailed drawings, documents, Structural drawings, Architectural Design, Landscape Design, Road Traffic Planning and road network design Working and building services drawing with required details. The present assignments shall include the following but not limited to the following:

General Framework

- Reviewing existing maps, studies, and other related documentation to obtain a better understanding of the Gorakhpur Industrial Development Authority works.
- Collecting primary data and secondary data and projecting the same for the Ultimate year 2050 or as decided considering Base year as 2024
- Studying the development plans, if any prepared for the town to assess the potential for development
- Carry out necessary surveys, Data collection etc for detailed planning proposals.
- Assessing the demand for the Intermediate year and the Ultimate year
- Assessing adequacy of existing system for integration into the proposed system
- Assessment of technical and financial viability of source.
- Prepare detailed drawings and detail project report with detailed tender drawings and working drawing, Structural drawings, Architectural Design, Landscape Design, Road Traffic Planning and road network design Working and building services drawing with required detail.
- Prepare standard Draft Tender Paper for the projects sanctioned technically and administratively.

Planning

Suggesting suitable materials for construction with cost benefit analysis discussing the feasibility for structures and other design and details as appropriate

- Design & Engineering
- Design Electrical, Mechanical and Instrumentation systems.
- Preparation of Estimates, drawings/Maps and Technical Specifications.

Project Cost & Financial Viability

Evaluation of the Financial Affordability of the GIDA for investment in the proposed project based on financial health of those entities. Financial affordability recommendations shall be made with respect to realistic estimates.

Implementation Plan

Prepare the project implementation schedule for execution. This will also include drawing up project budget with monthly/quarterly target, furnish network analysis such as CPM, PERT for purposes of effective project monitoring and regular reports.

Approvals/permissions

Clearances/ Permission from other Ministries namely Ministry of Environment and Forest, GPBC/CPCB, NHAI and Railways, Road and Building Department, Irrigation Department, or etc. if required, should be highlighted in DPR.

Whenever power point presentation or otherwise are sought, the consultants shall make available to various Committees and the Chief Engineer, the VC or any other officials.

Survey, Data Collection and Investigation

Field Survey

Planning and design of all the services with required topographical survey for the GIDA to be carried out and necessary base plans with spot levels and contour levels shall be prepared. The complete details should be certified by the GIDA for completeness of coverage, and a layout plan to scale as specified shall be prepared indicating the existing and proposed components along with RLs.

Data Collection

The PMU shall be wholly responsible for all the details of the proposal, site conditions, the execution methodology etc. All data utilized in preparation of the proposal shall be presented indicating the source of the data and also the basis of assumptions, if any. The consultants shall be responsible for all the data or designs and drawings and cost estimates given by them.

3.9 Land Requirement

The project design shall be strictly based on land owned by GIDA. Identify the land at the very early stage of conducting feasibility study in consultation with GIDA and obtain no objection certificate from GIDA for land belonging to GIDA before finalizing the feasibility report. For land belonging to other government departments, with equal responsibility to obtain NOC for the identified land parcels from concerned department before completion of Feasibility study.

Outputs and Deliverables

Under this contract the PMU's payments will be on output and deliverables based. It is very important for the PMU to note the exact outputs required and their contents. The desired outputs & deliverables under this contract are as shown in the table below.

Reports to be submitted to Nodal Officer Planning, GIDA. All reports, documents and drawings prepared by the PMU are to be submitted to the client under this assignment. The analysis of data and the design proposals shall be based on the data derived from the primary surveys and investigations carried out during the period of assignment. The sources of data used in the reports shall be indicated with complete details for easy reference.

Since the project preparation is quite expensive and time consuming, the projects under this assignment are proposed to be prepared in various stages and at the end of each stage decision shall be taken at competent level and conveyed to agency whether to proceed for next stage..

Time schedule in respect of all such stages has been indicated as above. required to complete, to the satisfaction of the client, all the different stages of assignment within the time frame indicated in the schedule of submission pertaining to Reports and Documents for becoming eligible for payment for any part of the next stage.

submit to the client the final reports and documents in bound volumes after completion of each stage of work as per the schedule and in the number of prescribed copies. Further, the reports shall also be submitted in CDs/ Pen drive in addition to the hard copies. The soft copy shall be in original version and pdf form. agency shall submit all other reports mentioned specifically in the TOR.

The time schedule for various submissions shall be strictly adhered to. No time-overrun in respect of these submissions will normally be permitted.

Agency is advised to go through the entire terms of reference carefully and plan his work method in such a manner that various

activities followed by respective submissions as brought out are completed as stipulated. PMU

is, therefore, advised to deploy sufficient number of supporting personnel, both technical and administrative, to undertake the assignment. As far as possible, the proposal should include complete information such as number of such persons, name, position, period of engagement, etc. The agency is also advised to start necessary survey works/data collection from the beginning so as to gain time in respect of various other activities in that stage.

It is expected that agency has quoted amount considering all requirements for satisfactory performance of the services included in TOR. If the agency has not considered any component for performance of these services, no extra payments shall be made on this account. The agency will be paid consultancy fee monthly as per the schedule:

Penalty Clause:

In initial pre-feasibility report/analysis each project DPR timeline will be submitted by agency as per the guidance of GIDA and same timeline shall be adhered to. If the project is not submitted in the time-limit the penalty can be imposed at the discretion of CEO GIDA at the rate of 0.1% per day of the fee to be paid to agency and maximum upto 1%.

Draft Service Agreement

THIS AGREEMENT ("Service Agreement") is made on the _____ this day of
 2024 at Gorakhpur

BETWEEN

Gorakhpur Industrial Development Authority, a statutory authority constituted by Government of Uttar Pradesh under Uttar Pradesh Industrial Development Act 1976, having its office at Sector-7, GIDA, Gorakhpur, U.P.-273212 (hereinafter referred to as "GIDA" or the "First Party" or the "Authority" which expressions shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part

AND

----- firm having its registered office at
 ----- (herein after referred to as the "Consultant" or the "Second Party") which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of the Other Part

GIDA and the Consultant are collectively referred to as 'Parties' and individually as "Party".

WHEREAS

- A. Government of Uttar Pradesh (GoUP) is developing Gorakhpur as a sustainable city such as physical and social infrastructure, residential, institutional commercial, recreational and industrial developments.
- B. Gorakhpur Industrial Development Authority (GIDA) is established by G.O. UP under the Uttar Pradesh Industrial Development Act. 1976 for development of Gorakhpur Industrial Development.
- C. As part of development activities, GIDA is developing and shall plan, design and develop residential, commercial, institutional, recreational, industrial, urban infrastructure, utility and social projects by selection of various architects, planning and design firms, technical consultants, project management and construction supervision consultants.
- D. As part of development activities, GIDA is developing and shall plan, design and develop residential, commercial, institutional, recreational, industrial, urban infrastructure, utility and social projects by promoting Public Private Partnership framework, depending on the nature of projects.

- E. GIDA has a limited in-house capacity to meet the challenges for implementation of the projects mentioned above. There is an imperative need of procuring services of an external agency to enhance the capacity. GIDA intend to select and appoint a Consultant (PMU) through this RFP for providing services as described more particularly in scope of services a part of this RFP.
- F. In response to the request for proposal, proposals were received and after evaluating the same, the Proposal submitted by the Consultant has been accepted and Letter of Acceptance No ----- dated was issued.
- G. The Consultant covenants to undertake the Assignment as set forth in the Terms of Reference (**As in Appendix D**, hereinafter referred to as "the Services") and to perform, fulfill, comply with and observe all and singular provisions, conditions and requirements of this Agreement by deploying dedicated personnel with specified qualification, experience and skill sets.
- H. In consideration thereof, GIDA will pay to the Consultant fee (hereinafter referred to as "the Fee" **As in Financial Proposal**) and will perform, fulfill, comply with and observe all singular provisions, conditions and requirements to the Agreement.
- I. GIDA hereby appoints M/s ----- as the Consultant on the conditions as laid down in the agreement and in the following annexure appended hereto and forming an integral part of this Agreement and the Consultant accepts the appointment:-
- | | |
|------------------------|--|
| Appendix C | Qualifications and competence of the key professional staff |
| Fin-1 and Fin-2 | Fees offered by the consultant and accepted by GIDA |
| Appendix D | Roles, Responsibilities and Broad Scope of Work of Project Support Consultant (PMU) and Minimum Qualification and Experience of Experts and Office Assistant |
| Appendix F | General Conditions of Contract |

NOW THIS AGREEMENT WITNESSES that the parties hereto have caused this contract to be signed in their respective names as on the day and year first above mentioned,

SIGNED, SEALED AND DELIVERED ON THIS DAY AND YEAR FIRST THEREIN ABOVE MENTIONED

The Gorakhpur Industrial Development Authority, Gorakhpur-First Party

By the hands of its authorized signatory

Authorized Signatory of First Party
Name
Designation : Nodal officer
Address : Sector-7, GIDA, Gorakhpur-273212

Authorized Signatory of Second Party
Name
Designation :
Address :

GENERAL CONDITIONS OF CONTRACT

1 RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing a relation of employer and employee or agent as between GIDA and the Consultant (PMU). The PMU, subject to this Agreement, should have complete charge of personnel performing the Services and the Consultant shall be fully responsible for the Services performed by it or on its behalf hereunder. The Agreement shall commence on the date it is executed by the Parties.

2 DURATION OF THE AGREEMENT

The duration of the project support Service agreements shall be Three Years initially which may be extended for a further period of maximum Two Years. The fee shall not be increased and finalized 3 years from signing of the Agreement, provided that the services are continued after satisfactory performance.

- 3 Deployment of the personnel: GIDA may decide to deploy selected personnel from the team mentioned under Appendix-C of the RFP. The payments shall be adjusted proportionately to the fees offered in the financial offer.

4 MODE OF PAYMENT

- a. By 15th day of each month the agency shall raise invoice for as per agreement, along with the list of works done in the list of issues / critical activities, if any and attendance sheet of all personnel showing days of absence, duly certified by the Project Manager. The fees as approved under the RFP shall be paid within 15 days from the date of receipt of the invoice, complete in all respect. However, the first monthly fees shall be paid one month after the actual deployment of the staff at GIDA, Gorakhpur office. In accordance with Financial Proposal, the fees shall be inclusive of all expenses of the personnel deployed and overheads & miscellaneous expenses and profit. It shall also be inclusive of all taxes, surcharges, out-of-pocket expenses which may be incurred by the consultant toward travel, documentation and communication except the GST and Cess, which will be paid separately, as agreed hereunder.
- b. GIDA shall provide workplace at GIDA Office.
- c. The GST, Cess, Surcharge levied on such services shall be payable extra by GIDA at the then prevailing rate on every payment made to the PMU against invoice.
- d. Income tax as applicable shall be deducted at source from every payment.
- e. The fee payable by GIDA to the Consultant for the Services shall be computed and paid subject to the conditions of service Agreement, by GIDA on the basis of actual time spent by

the personnel in performance of the services at the Estimated Billing rates approved by GIDA after deducting taxes at source as per applicable law.

- f. The Consultancy Fee shall be inclusive of all applicable taxes, cess and levies except GST and also inclusive of all office and sites supervision expenses which may be incurred by the firm and personnel towards office equipments and automation, hardware, software, consumables etc, documentation, travel, transportation, communication etc and head office overheads. ("Office and Other Expenses")
- g. The Consultancy period shall be initially for 3 years effective from the signing of the Service Agreement which can be extended for a further period of a maximum of two years. The rates quoted for the project shall remain constant for initial 3 years period and shall be increased by 10% at the time of extension after initial term of 3 years on the rates charged in the previous year of services. However, GIDA shall have right to review the performance of the Planning - PMU and if GIDA is not desirous of continuation of the services of the Planning-PMU on ground of unsatisfactory performance or breach of any term or condition of the contract it may terminate the agreement by giving notice of 15 days and by providing reasonable opportunity to be heard. In such a case the Planning - PMU shall only be entitled to receive the fees due till the date of notice but no other claim on any ground shall be allowed.
- h. All the payment under this agreement shall be made by GIDA after certification of the bills by the nodal officer of GIDA.
- i. The GST shall be paid by GIDA separately at the applicable rates

5. The key deliverables would be as per the following table:

Reports

S.No.	Report	Frequency	Due Date/Time
1	Progress Report (Monthly)	Every month	Monthly: Before 10 th day of the following month
2	Final Report	One time	Within 15 days of completion of services/contract

The Team Leaders shall submit 2 hard copies and 1 soft copy of the following reports to the GIDA:

- a) The Monthly Progress Report shall contain details of all the ongoing and proposed assignments, meetings, decision taken therein, mobilisation of resources of consultants, progress and the projected progress for the forthcoming periods. The report shall also contain any other aspect which GIDA may direct from time to time.
- b) Final Report: The consultant will prepare a comprehensive final completion report after completion of the assignment and the consultant shall be required to take the approval of GIDA.

6 PERFORMANCE SECURITY

An amount of five percent of the total Annual Fee shall be given as Performance Guarantee in the form of an unconditional bank guarantee from any nationalized or scheduled bank for the entire duration of services, which shall be returned without any interest on termination of this agreement, after deducting the dues, penalty, if any. The GIDA shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, with a notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified herein above.

7 GIDA shall finalise all reports/documents to be submitted by the Consultant under this Agreement by itself or through an external agency appointed by GIDA.

8 Category of SLAs

The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following paragraphs are applicable for the duration of the Agreement for the „Penalty and same shall be calculated on a quarterly basis.

The penalty for various delays and deficiencies in Consulting Services will be as follows:

Service Level for on-site team for Consulting Services:

- i. If the successful Applicant is unable to deploy any of the team, as set forth in Appendix C of the RFP, within a period of one month from the Agreement signing Date, unless otherwise agreed by the Parties, a penalty at the rate of 1% per week of the Monthly Fee will be levied for a maximum period of eight weeks. If the deployment is not completed even within this eight-week period, then the agreement will be liable for termination, in part or whole, at the discretion of GIDA and at the risk and cost of the Selected Applicant;
- ii. Replacement of resources within one year from the date of such deployment, unless otherwise agreed by the Parties, shall not be allowed. The replacement of resource by Selected Applicant will be allowed (with penalty) only in case, the resource leaves the organization by submitting resignation with the present employer or physically unfit;
- iii. The replaced resource will be accepted by the GIDA only if he fulfils the required the criterion mentioned in this RFP and is found suitable to the satisfaction of the GIDA. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction of the GIDA. The Selected Applicant shall be allowed a maximum of 30 days to replace the resource;
- iv. The penalty per resource would be imposed in case of exit/ replacement of more than 2 resource from the Assignment within below mentioned period starting from the date of deployment of respective resource:
 1. within 6 Months: INR 75,000 (Rupees Seventy-Five Thousand) per resource; and

2. from 6 months to 1 Year - INR. 50,000 (Rupees Fifty Thousand) per resource.

- v. After expiry of 30 calendar days of exit, a penalty of INR 3000 per working day per resource will also be imposed till suitable replacement is not being provided by the Selected Applicant;

Penalty for absence:

- i. Selected Applicant shall maintain monthly attendance logbook and same should be submitted to Authority along with the monthly invoice. In the case of absence (apart from allowed leaves) of a resource during Assignment period, no payment will be made for the days a resource is absent (Per day payment will be calculated by dividing Monthly Retainer Fee by number of working days in that Month and Number of key personnel deployed);
- ii. Fraction of a day in reckoning period in supplies shall be eliminated if it is less than half a day;
- iii. Penalty would be deducted from the applicable payments;
- iv. All personnel can avail maximum 18 leaves per year on pro-rata basis;
- v. Resources shall get prior approval of GIDA before leaving Gorakhpur.

Limitation of Penalties

After Starting of the work and services the maximum penalty should be levied as described below:

- i. The total deductions should not exceed 100% of the total Annual Fee for the services/supply.
- ii. If Selected Applicant fails to deliver the services in stipulated time-frame on account of any reasons will be deemed to be an event of default and termination. This shall be governed by the terms & conditions of the Agreement.

9 SUSPENSION

GIDA may by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the latter fails to perform any of its obligations under this Contract, including the carrying out of the services provided that such notice of suspension

(i) shall specify the nature of the failure and (ii) request the Consultant to remedy such failure within the period not exceeding fifteen (15) days after the Consultant of such notice of suspension.

10 TERMINATION OF THE AGREEMENT

a. By GIDA

- i. This Agreement shall be effective on the date hereof and shall continue in full force until completion of the Services or terminated earlier as per below:

1. GIDA shall have right to review the performance of the PMU and if GIDA is not desirous of continuation of the services of the Planning PMU on ground of unsatisfactory performance or breach of any term or condition of the contract it may terminate the agreement by giving notice of 30 days and by providing reasonable opportunity to

be heard. If GIDA terminates the Agreement as a result of a default of the Consultant, the Consultant shall be liable for the extra costs reasonably incurred by GIDA in obtaining completion of that part of the Services which remained incomplete, as on the date of termination;

2. the firm fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 11 hereof;
3. the firm submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the firm knows to be false;
4. any document, information, data or statements submitted by the firm in its Proposals, based on which the proposed client was considered eligible or successful, is found to be false, in correct or misleading;
5. as the result of Force Majeure, the firm is unable to perform a material portion of the Services for a period of not less than 45 (forty-five) days; or
6. GIDA or the PMU may terminate the agreement by giving the termination notice of three months in advance;
7. If GIDA terminates the agreement, not as a result of any default by the Consultant, then GIDA shall compensate the Consultant for the Services performed till the date of termination but no other claim on any ground shall be allowed.
8. The communication of termination of this Agreement shall be by means of written notice ("Termination Notice")

ii. **By the Consultant**

The Consultants may, by not less than thirty (30) days' written notice to the GIDA, such notice to be given after the occurrence of any of the events specified in paragraphs

(i) through (iv) of this Clause, terminate this Contract:

- i. if the GIDA fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- ii. if the GIDA is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the GIDA of the Consultants' notices specifying such breach;
- iii. if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than Forty Five (45) days; or
- iv. if the GIDA fails to comply with any final decision reached as a result of arbitration pursuant to this agreement.
- v. In case of any such termination, it shall be the obligation of the consultant, that all the original documents, files, drawings and any other correspondence shall be transferred to GIDA.

11 CESSATION OF RIGHTS AND OBLIGATION

Upon termination of this Contract pursuant to Clause 10 hereof, or upon expiration of this Contract all rights and obligations of the Parties hereunder shall cease, except:

- (i) such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) the obligation of confidentiality set forth in this agreement

(iii) any right, which a Party may have under the Applicable Law.

12 CESSATION OF SERVICES

Upon termination of this Contract by notice of either Party to the other pursuant to Clause 10 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

13 PAYMENT UPON TERMINATION

Upon termination of this Contract pursuant to Clause 10 hereof, the GIDA shall make the payments for Services satisfactorily performed prior to the effective date of termination; to the Consultants after offsetting against these payments any amount that may be due from the Consultant:

14 DISPUTES ABOUT EVENTS OF TERMINATION

If either Party disputes whether an event specified in Clause 10 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to this agreement and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

15 RESPONSIBILITIES AND OBLIGATIONS OF THE CONSULTANT

The Consultants shall:

- a. provide the Services as set out in **Appendix D**
- b. exercise the degree of skill, care and diligence normally exercised by members of the profession performing services of a similar nature;
- c. be bound to comply with any written direction of GIDA to vary the scope, sequence or timing of the Services; and
- d. use all reasonable efforts to inform itself of GIDA's requirements for the Deliverables for which purpose the Consultants shall consult GIDA throughout the performance of the Services.

16 CONFLICT OF INTEREST

- a. The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement. (Refer Guidance Note)
- b. Prohibition of conflicting activities

Neither the Consultant nor its Sub-Consultant nor the Personnel or either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or

-
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.
- c. Consultant not to benefit from commissions discounts, etc.
- The remuneration of the Consultant pursuant to Clause 4 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best effort to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.
- d. The Consultant and its Personnel shall observe the highest standards of ethics and have not engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.
- e. Without prejudice to the rights of the Authority under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- f. For the purposes of Clause 16.4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "**corrupt practice**" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute

influencing the actions of a person connected with the Selection Process); or

(ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the

casemaybe, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser to the Authority in relation to any matter concerning the Project;

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

17 **CONFIDENTIALITY AND PUBLICITY**

The Consultant shall treat the details of the output of the assignment and the Services as confidential and for the Consultants own information only and shall not publish or disclose the details of the output, deliverables / milestones submitted to GIDA or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous consent in writing of GIDA.

18 **CONSULTANT'S REPRESENTATIVES**

The Team Leaders shall be the representative of the Consultant and shall have authority to act on behalf of the Consultant for all purposes in connection with the Services and in accordance with all the provisions under the Agreement.

19 **INDEMNITY AND INSURANCE**

- a. The consultant shall take out and maintain professional indemnity insurance and insurance against claims by third parties resulting from acts performed in carrying out the Services of the amounting the contract value
- b. GIDA undertakes no responsibility in respect of life, health, accident, travel or any other insurance coverage for the personnel or the dependents of any such personnel.
- c. The consultant shall indemnify at all times, the GIDA from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the GIDA during or in connection in the Services by reason of: (i) infringement or alleged infringement by the consultant of

- any patent or other protected right; or (ii) plagiarism or alleged plagiarism by the consultant.
- d. The consultant shall indemnify, protect and defend, at consultant's own expense, GIDA, its agents and employees, from and against any and all actions, claims, losses or damages arising out of consultant's failure to exercise the skill and care required under this agreement, provided, however: that consultant is notified of such actions, claims, losses or damages not later than twelve months after conclusion of the Services; and provided further *that the ceiling on consultant's liability shall be limited to the amount of contract value;
 - e. In addition to any liability consultant may have under this agreement consultant shall, at its own cost and expense, upon request of GIDA, re-perform the Services in the event of consultant's failure to exercise the skill and care.
 - f. The consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by (i) GIDA's overriding a decision or recommendation of consultant or requiring consultant to implement a decision or recommendation with which consultant does not agree; or (ii) the improper execution of consultant's instructions by agents, employees or independent contractors of GIDA.

20 OWNERSHIP OF WORK PRODUCT, COMPUTER PROGRAMS AND EQUIPMENT

All reports, documents, correspondence, draft publications, maps, drawings and design, notes, specifications, statistics, work product in any form and, technical data compiled or prepared by the consultant and communicated to the GIDA in performing the Services (in electronic form or otherwise and including computer-disks comprising data) shall be the sole and exclusive property of the GIDA, and may be made

available to the general public at GIDA's sole discretion. The consultant may take copies of such documents and data for purpose of use related to the Services under terms and conditions acceptable to the GIDA but shall not use the same for any purpose unrelated to the Services without the prior written approval of the GIDA.

All computer programs developed by the consultant under this Contract shall be the sole and exclusive property of the GIDA; provided, however, that the consultant may use such programs for their own use with prior written approval of the GIDA. If license agreements are necessary or appropriate between the consultant and third parties for purposes of development of any such computer programs, the consultant shall obtain the GIDA's prior written approval to such agreements. In such cases, the GIDA shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

21 FORCE MAJEURE

a. Definition

- a. For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or

other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No breach of Agreement

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 Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

c. Measures to be taken

- a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- 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 event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

d. Extension of time

Any period within which a Party shall, pursuant to this Agreement, 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.

22 OTHER CONDITIONS

- a. In the event, any contribution required by any of the experts of the Consultant's organization, Consultant shall provide such services on mutually agreed terms and conditions. The Consultant shall arrange to submit such contribution of such expert within 7 days from the date of receipt of such communication with the necessary documents from GIDA.
- b. GIDA may request review/comments of any expert of the Consultant's organization on any document prepared by the PMU. The Consultant shall arrange to submit

such contribution of such expert within 7 days from the date of receipt of such communication with the necessary documents from GIDA. No additional fee shall be paid to the consultant for reviewing and commenting on any document by an internal expert of the Consultant's organization.

- c. In the event GIDA desires the Consultant to perform such additional services which are not within the Terms of Reference, the Consultant shall agree to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties.
- d. GIDA shall provide to the Consultant documents/ information/ reports as may be required by the Consultant to enable it to provide the Services. GIDA undertakes and agrees to furnish to the Consultant from time to time such other documents/ reports/information in its possession and/or knowledge as it may consider relevant to perform the Services, as and when such information is received by/available with the GIDA.
- e. In the event GIDA is not satisfied with performance of any of the personnel deployed, GIDA shall write to the Consultant to substitute such personnel within 90 days with personnel, acceptable to GIDA with the equal or higher qualification and experience.
- f. In the event GIDA does not have the requirement of one or more personnel deployed, GIDA shall intimate the same to the Consultant in writing. The Consultant shall withdraw such personnel within a period of 90 days from the date of receipt of such intimation. The Monthly Fee shall be paid as per actual deployment.
- g. GIDA shall have the right to instruct the Consultant to deploy additional experts as part of the PMU. The Consultant shall deploy such experts, acceptable to GIDA, within 90 days of receipt of such instruction of GIDA, at mutually agreed terms & conditions and at the fee equivalent to Team Leader.
- h. All intellectual property conceived, originated, devised, developed or created by the Consultant, its agents, specifically for the purpose of rendering the Services, shall vest with GIDA unless otherwise agreed, between GIDA and the Consultant. GIDA as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the Project.
- i. Unless otherwise agreed, GIDA shall have the copyright on all the reports, documents, maps, etc., authored, prepared or generated during the course of the Services to be provided by the Consultant.
- j. The holidays, working hours and the timings for working days shall be in accordance with those prevailing in GIDA. However, considering the need of the work, the team may be called to work on holidays without claiming for any financial benefits.
- k. The deployed personnel may have to work on Saturdays, Sundays, holidays and also on extended hours, to support GIDA in the event of contingencies and urgency. For workings on such additional hours and on holidays no extra payment shall be made to the Consultant.

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- l. The organization of PMU shall also designate as senior officer from its head office for liaisoning and ensure that s/he shall be available for discussions in GIDA, Gorakhpur office, as and when required.
- m. No personnel of PMU can be changed / substituted by the Consultant, except in the case of leaving of a PMU personnel by resignation. In such cases such personnel will be required to be substituted by personnel of equal or higher qualification and experience within 30 days from the date of departure of such personnel. Monthly fee shall be paid as per actual payment.

23 COMPLIANCE WITH LAWS

The Consultant shall take due care that all its documents comply with all relevant laws and statutory regulations and ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement applicable to the Consultant.

24 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of India. The Courts at Gorakhpur shall have jurisdiction over all matters arising out of or relation to this Agreement.

25 DISPUTE RESOLUTION

a. Amicable Resolution

Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably through discussions between the Parties.

Any Dispute which is not resolved amicably within 30 days, the same shall be referred to the sole arbitration of CEO, GIDA whose decision shall be final and binding on both the Parties. Such arbitration shall be governed by the Arbitration and Conciliation Act, 1996 ("Arbitration Act").

b. Place of Arbitration

The place of arbitration shall ordinarily be Gorakhpur but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

c. 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 hearing stake place, English shall be the language to be used in the hearings.

d. Enforcement of Award

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provision of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

e **Performance during Dispute Resolution**

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 this Agreement, without prejudice to a final adjustment in accordance with such award

26 **SEVERABILITY**

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

27 **WAIVER**

Waiver by either Party of any default by the other Party in the observance and performance of any provision or obligations under this Agreement:

- i shall not operate or be construed as a waiver of any other or subsequent default thereof or other provisions or obligations under this Agreement;
- ii shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
- iii shall not affect the validity or enforceability of this Agreement in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder or time or other indulgence granted by a Party to the other Party shall be treated or deemed as a waiver/breach of any terms, conditions or provisions of this Agreement.

28 **Entire Agreement**

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

Without prejudice to the generality of the provisions of Clause 28.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

29 **MODIFICATION**

Modification of the terms and conditions of the Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

30 NOTICES

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses mentioned herein below:

For Authority:	
Designation	Nodal officer Planning
Address	Gorakhpur Industrial Development Authority (GIDA) Sector-7, GIDA, Gorakhpur, U.P.-273212
Phone	Mob. No.
Website:	https://www.gidagkp.in
E-Mail Address:	ceogida-up@up.gov.in

For Firm/Consultant:	
Designation	
Address	
Phone	
Website:	
E-Mail Address:	