



**Gorakhpur Industrial Development Authority**  
**Sec-7 GIDA Gorakhpur**

File No \_\_\_\_\_ dt :

**REQUEST FOR EMPANNELMENT**

Gorakhpur Industrial Development Authority (GIDA) is Request for Empannelment from firms/agencies for " **Preparation of Design Drawing and DPR for construction of Sewerage line and Water Supply line at GIDA area** " .

The RFE document will be available online on our website <http://gidagkp.in> on dated 08-10-2024 onwards. For details please visit the above mentioned link. Interested firms/agencies shall submit their response on or before dated 22-10-2024, 17:00 hrs, on the address mentioned below:

Chief Executive Officer, GIDA

**Gorakhpur Industrial Development Authority (GIDA)**  
**Sec-7 GIDA Gorakhpur-273212**

**sd/-** Chief Executive Officer

**RFE (REQUEST FOR IMPANELMENT)**

**DOCUMENT FOR**

**CONSULTANCY**

**FOR**

**PREPARATION OF DESIGN, DRAWING & DPR FOR**

**CONSTRUCTION OF SEWERAGE LINE AND WATER**

**SUPPLY LINE AT GIDA AREA GORAKHPUR.**

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Infrastructure Development in GIDA Gorakhpur has been identified as one of the main construction agency of Govt.of Uttar Pradesh for infrastructure work with them and atetoplan, construct, execute, carry out, improve, work, develop, administer, manage, control and maintain all types of infrastructure projects.

Firms intends to appoint a reputed **Design Consultancy forPlanning &Preparationof DPR for Sewerage System and water supply system, at GIDA AREA Gorakhpur.** To obtain first hand information on the assignment and the present site conditions, bidders are required to pay a visit to the client and the project site before submitting their proposals.

Please note that costs of site visit for preparing the proposal and of negotiating the contract, are not reimbursable.

Firms is not bound to accept any of the proposals submitted and reserves the right to accept/reject any or all proposals without assigning any reasons thereof.

The firm shall be selected on least cost basis only as per procedures described in this RFE.

**NIPNo.** .....**Dated**.....

**Name of Work: Design Consultancy forPlanning &Preparationof DPR for Sewerage System and water supply system, at, GIDA AREA Gorakhpur. (a)Particulars**

1	LengthofSewerage System	
2	Location	<b>GIDA AREA Gorakhpur</b>
3	Performance Guarantee	2%of the consultancy fee.
4	Cost of Document	Rs.2000/-+GST@18%=Rs 2360/- (non-refundableandnon-adjustable)
5	Date of issue of RFE document	
6	Date of pre-bid meeting	
7	Closing date & time of receipt of Document & Venue	.
8	Date & time of opening of Sealed Cover-I (Eligibility Documents)	
9	Date of opening of Sealed cover-II Financial Bid of eligible agencies	

**Issue of RFE Document**

The RFE Document can be downloaded from the e-Tendering Web site from dated ....., onwards. A payment of non refundable document fee Rs. 2000.00 + 18% GST through DD issued from any Scheduled/ Nationalized bank favoring CEO Gida Gorakhpur” payable at Gorakhpur , shall be submitted at the time of submission of bid along with technical bid.

**Senior Manager(C)**  
**GIDA**

I/We have read and examined the bid document, terms and Conditions of bid and other documents and Rules referred to in the bid and all other contents in the bid documents for the Design consultancy.

I/We hereby submit bid for the Design Consultancy as per the stated scope of work for **Design Consultancy for Planning & Preparation of DPR for Sewerage System and water supply system, at GIDA AREA Gorakhpur.**

With in the specified time schedule.

I/We agree to keep the bid open/valid for ninety (90) days from the due date of submission there of not to make any modifications in its terms and conditions.

I/We hereby declare that I/We treat the bid documents, drawings and other records connected with the consultancy as secret/ confidential documents and shall not communicate information/ derived there from to any person except to whom, I/We may be authorized to communicate the same or use the information in any manner prejudicial to the interest of the company.

If I/We fail to commence the consultancy specified I/We agree that the said GIDA shall without prejudice to any other right or remedy, be at liberty to forfeit the said Performance Guarantee absolutely otherwise the said Performance Guarantee shall be **retained by GIDA** towards security render all consultancy referred to in the bid documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered.

Seal of consultant

Signature of the consultant

Place :

Date:

## **SECTION3 GENERAL**

### **Introduction**

Gorakhpur Industrial Development Authority intends to appoint a reputed Design Consultancy Firm for providing Consultancy Services for the proposed **Design Consultancy for Planning & Preparation of DPR for Sewerage System and water supply system, at GIDA AREA Gorakhpur..** Schematic Drawings are attached as per **Annexure- I**. Approximate duration of the services under this contract is **02 weeks** for completion of DPR and site visit as and when required till completion of the project.

### **Objective**

The objective of the proposal is to prepare **DPR for Sewerage System and water supply system, at GIDA AREA Gorakhpur.** only as per the NBC norms & relevant I. S. codes and as per already approved DPR.

### **Submission of Bids**

The bid shall be submitted in one big sealed envelope super-scribed “**Bid for Design Consultancy for Planning & Preparation of DPR for Sewerage System and water supply system, at GIDA AREA Gorakhpur.**” containing following two envelopes:-

(a) Envelope-I, duly super-scribed “**Technical Bid**” containing-

- (i) Declaration by bidders as per section-2.
- (ii) Document fee and Bid security and list of technical Staff/Key Personnel as per Manning schedule.
- (iii) Documents in support of Technical qualification as per clause 4.2. (B), Section-4.
- (iv) Documents in support of eligibility criteria as per Clause 3.6, Section-3.
- (v) All pages of entire RFP document & replies to the queries of the pre-bid meeting with Common Set of Deviation duly signed by authorize person.

Envelope-II, duly super-scribed “**Financial Bid**” containing financial quote for **Design Consultancy for Planning & Preparation of DPR for Sewerage System and water supply system, at GIDA AREA Gorakhpur.** INSTRUCTIONS/GUIDELINES

The GIDA shall appoint a consultant for the project through the two Bid system as per Least cost basis.

The Consultants are advised to visit and examine the site of work and its surroundings and obtain any information that may be necessary, in addition to those provided in this document, for preparing the design. The Consultant shall be deemed to have fully acquainted himself about the site condition before bidding, whether he inspects it or not.

The design concepts should strictly adhere to the NBC norms, I.S. Code & CPHEEO manual applicable.

All clarifications shall be sought during the Pre Bid Meeting. The bidders may make suggestions which shall be considered during the Pre Bid Meeting. No further clarifications shall be issued after replies to the pre-bid queries. **Reply to the pre-bid queries/ common set of deviations shall form integral part of the bidding document.**

The submission of the bid by a Consultant would imply that the Consultant has care fully read and agreed to the terms and conditions contained in this bid document.

The assignment entails performance by the consultant in two distinct stages i.e preparation of DPR and certifying the correctness of work as per drawing and design during the construction stage. In the event of client not proceeding ahead with the construction of the project, the second stage of the consultancy services will not be applicable and the consultant will have no right to claim the payment for the said stage.

The bid for the work shall remain open for acceptance for a period of 90 (ninety) days from the date of submission of the bids, which may be extended by mutual agreement and the consultant shall not cancel or withdraw the offer during this period.

This bid document shall form part of the contract agreement.

The successful Consultant shall be required to execute an agreement on non-judicial stamp paper as per **Annexure-IV** to this bid document, with the Senior Manager, GIDA within **07** days of submission of Performance Guarantee.

The stamp duty payable under the law in respect of this agreement shall be borne by the Consultant.

The GIDA is not bound to accept any of the proposals submitted and reserves the right to reject any or all proposals without assigning any reasons thereof.

Topographical Survey/Contour Plan and soil investigation report shall be carried out by the Consultant.

## **METHOD OF APPLICATION**

If the Consultant is an individual or proprietary firm, the bid shall be signed by the individual / proprietor.

In the event of the bid being submitted by a partnership firm, it must be signed by each Partner thereof or in the event of absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the bid, and it must disclose that the firm is duly registered under the Indian Partnership Act.

A certified copy of the partnership deed, Form A from Registrar of Firms, contact details and current address of all the partners of the firm shall also accompany the bid.

Where the consultant is a partnership firm, the prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the consultant is an individual or a Hindu undivided family business concern such approval as previously mentioned shall likewise be obtained before the consultant enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the consultant.

If the Consultant is a limited company, the bid shall be signed by a duly authorized person holding power of attorney for signing the application. The power of attorney shall be on non-judicial stamp paper of appropriate value and attested by Notary Public and its attested copy shall be furnished with the bid. The Consultant should also furnish a copy of the memorandum of articles of association duly attested by a Public Notary, and it must disclose that the Company is duly registered under the Indian Companies Act, 1956.

Over-writing should be avoided. Correction, if any, should be made by neatly crossing out, initialing, dating and rewriting and duly endorsed.

The bidders should have following eligibility criteria

### **1. Experience**

- i. The tender should have satisfactorily completed a work of similar nature work Rs.10 lacs in the last five financial year for a Govt. institution. It will be mandatory to attach the experience certificate from the concern department.
- ii. The past experience in similar nature of work should be supported by certificate issued by an officer not below the rank of Executive Engineer or equivalent.



## 2. Financial

The bidder should have average annual financial turnover 2% of project cost or 10.00 Lac whichever is less for last five years. Certificate from CA is a must in support of this aspect. The Financial years are as below-

- (i) 2023-24
- (ii) 2022-23
- (iii) 2021-22
- (iv) 2020-21
- (v) 2019 -20

**3-Tax-** The bidder should have valid GST registration as per latest Govt. order.

## **SECTION 4 EVALUATION OF BID**

### **4. EVALUATION OF BIDS:-**

The Bids received in a sealed envelope from interested firms shall be evaluated on the following basis:

#### **A Envelope I (Technical Bid)**

- (i) **CHECKING OF DOCUMENT FEE:** The Envelope one of technical bid containing the document fee and bid security shall be opened first. In case the requisite document fee bid security is not found enclosed, the bid shall be considered non-responsive and second envelope of Technical bid of the bidder shall not be opened & returned unopened.
- (ii) **TECHNICAL QUALIFICATION:** Evaluation of Technical Document of second Envelope shall be done as per Section 4.2 B below. The bidders who qualified technically as per para B will be eligible for opening of their financial bid.

#### **B Envelope II (Financial Bid)**

- (i) **EVALUATION OF FINANCIAL BID:** The Envelope-II containing Financial Bid should contain the complete bid document with duly filled in Schedule of the Quote. The evaluation of the bids shall be done on the least cost basis. **The consultancy fees to be quoted should Quote the rate as per percentage basis of total project cost.** in lump sum rounded off to the nearest thousand rupees. The consultancy fees shall be GST including all taxes and all expenditures incurred by the consultant on all activities required for commencement/ completion/ occupation of the building as per the stated in Detailed Scope of consultancy and Output /Design Submittal of this bid document. Consultants are advised to visit our website [www.BRIDCUL.gov.in](http://www.BRIDCUL.gov.in) regularly for updated details/ information.
- (ii) **CONFIDENTIALITY:** Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposal or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Government's anti-fraud and corruption policy.
- (iii) After opening the financial bid negotiations from L-2 R L-3 in case of class A will be done to give their agreement for working on the rates of L-1 those Bidders who do not agree their Bids will be rejected and next higher Bids will be negotiated to give their agreement/ Acceptance for working on the rates of L-1.
- (iv) After the Panel is constituted and total rate is final for each class to have will be listed as L-1, L-2, L-3 as per their rates in the original bid.

The Bids received through open tenders shall be evaluated on the following basis:

- (A) **CHECKING OF DOCUMENT FEE AND BID SECURITY :** The Envelope-I containing the document fee shall be opened first. In case the requisite document fee is not found enclosed, the bid shall be considered non-responsive and financial bid of the bidder shall not be opened & returned unopened.

(B) **EVALUATION OF TECHNICAL BID:** The design consultancy firms are required to submit the following documents:

- (i) Registered name and address of the firm
- (ii) Copy of PAN card/Service Tax no. Of the firm.
- (iii) List of Similar nature of work completed in the last 5 years.
- (iv) Annual Average Turnover of the last 5 years duly certified by CA
- (v) Works in Hand.
- (vi) Details of Key Personnel
- (vii) Litigation history, if any.
- (viii) Appreciation letter, if any
- (ix) All documents as stated in clause 3.3.(a)

**Note:** 1. Experience of work without supporting client's certificate shall not be taken into account.

2. The Bidder is requested to submit the specific required Documents/Certificates as per requirement of RFE documents.

Firms who have submitted the above shall be called for a Technical Presentation which shall be evaluated on the basis of understanding of the project.

(C) **EVALUATION OF FINANCIAL BID:** The financial bids of those Consultants who are technical qualified shall be opened. The Envelop-II containing Financial Bid should contain the complete bid document with duly filled in Schedule of Financial Quote at **Annexure-III**.

**DESIGN BRIEF**

The **Design Consultancy for Planning & Preparation of DPR for Sewerage System and water supply system, at GIDA AREA Gorakhpur**, shall consist of:

- a) The system shall be designed considering a design period of around 30 years and the base year shall be 2018. The consultant shall determine the design population and per capita supply rates based on appropriate projection technique. The designs shall be in compliance with the relevant Indian Standards (as amended up to date, with all correction slips) and CPHEEO manual. Wherever such standards are not available, appropriate standards shall be followed after discussions with the GIDA.
- b) Study the existing industrial wastewater system and available plans with the Pollution control Board Gorakhpur. Prepare feasibility analysis, preliminary designs, drawings and preliminary cost estimates, after conducting necessary investigation study, for the work of improvement / extension of wastewater system.
- c) Carry out site survey including taking levels with a view to fix alignment of pipelines and decide on introduction of additional facilities / engineering parameters. The consultants shall also look at aspects like optimal / effective utilization of the existing infrastructure with a view to minimize the project cost.

Carry out site evaluation analysis based on bore hole data and soil tests.

**SCOPE OF CONSULTANCY**

The scope of work includes Industrial Wastewater System improvements by way of improvements to existing wastewater system connecting to existing pumping system and evaluation of the existing pipes and replacement of pipes, expansion of Wastewater network of the uncovered area. The study shall also include:-

1. Conceptual Study of the prevailing wastewater components from existing network to Pumping station to Proposed 4MLD CETP by comparing and contrasting the system requirement which was designed and functioning with the base year with that of the ultimate year requirement under the present DPR with base year.
2. Study the existing wastewater system and suggest ways of strengthening of all the existing system to ensure that the industrial wastewater generated at source to be catered to existing CETP. All available maps and drawings shall be studied (Annexure- I).
3. For the identified measures, analyze the technical and operational feasibility, prepare detailed design, drawings and cost estimates.

**DETAILED ANALYSIS AND DESIGNS**

1. At least 4 site visits during the construction period as per direction of the project manager.
2. For the identified components, analyze the technical, operational, financial, and economic feasibility.
3. Prepare industrial wastewater system maps and maps of other infrastructure including contour map of proposed sewer line.
4. For the feasible options, prepare detailed working drawings and designs with specifications.

**COST ESTIMATE**

After carrying out the studies, drawings and designs, the consultant after discussions shall prepare the following:

1. For such of those items requiring investments prepare detailed cost estimates itemwise, using the latest schedule of rates. Estimate necessary road restoration charges wherever needed. The consultant shall assist the GIDA in getting administrative / technical Sanction for the estimates along with design from the competent authorities. There should not be any lump sum items in the bill of quantities. For items not covered under schedule of rates, market rates shall be obtained from available sources and the least cost adopted in the estimate.
2. Prepare project implementation schedule for execution and contract packaging plan.
3. Draw up project budget with monthly targets, furnish network analysis such as CPM / PERT for purposes of effective project monitoring and regular reports.

## **DATA**

The consultant shall be wholly responsible for procuring all the details required for the proposal either from the corporation or by conducting field investigations / soil investigations / survey of the project area. All data utilized in preparation of the DPR shall be presented in the report indicating the sources of the data and also the basis of assumptions, if any. The consultant shall be responsible for all the data given by them.

## **SURVEY AND ANALYSIS**

The consultant shall conduct a detailed topographical survey of the project area. The survey shall be done in line with that of the requirement for wastewater scheme but not limited to the following list of details

- The survey shall be done by Total Station in the field physically. Details like Main Roads, Internal and Connecting Roads, Public Landmarks, Water Bodies, All Street Names, Important Structures / Monuments, Religious Structures, New Layouts, Administrative Boundary, Roads bends, Culvert Nallah Crossing, High Tension Power line Crossing, Road name, Road width, Road length Pump Houses, Temporary Bench Marks, Permanent Bench Marks, Levels at every 30m interval, contours, etc., with Proper Layer Management System shall be captured under the present survey.
- Benchmark reference will be taken from GTS nearby Project Area
- Level transfers shall always be carried out as closing traverse between the benchmarks. Level transfers will be carried out using AUTO LEVEL within an accuracy of  $\pm 0.3''$  or better.
- Benchmark marked on permanent structure at every 2 km at suitable location shall be furnished in a separate layer in the survey drawing
- Level Interval shall be at every 30m on along the road and at all road junctions and at locations of change of directions & Slope. Heights shall also be provided wherever the topography warrants.

## **SOIL INVESTIGATION AND TESTS**

Soil tests as per relevant IS / IRC Standards have to be done by consultants to arrive at design parameters for the formation and to arrive at the safe bearing capacity. At main lines where depth of sewer is more than 3 m the SPT N values shall be determined at depth specified in the relevant IS code to confirm the rock stratum

below ground and also to determine the continuity of such rock stratum. Soil samples taken from boreholes should be visually classified, index properties determined and presented in the final report. These boreholes should be normally taken to a depth whose 'N' value is greater than 100 plus a further 1-m depth (to account for any drastic fall in 'N' value below these strata). Recommendations of a geo-technical expert should be furnished in the soil report and should cover aspects like appropriate soil stabilization measures if required, bearing capacity of the founding strata, recommendation for suitable foundations, etc., Essential Soil Trial Pits shall also be made along the road sides within the project area to ascertain the type of sub soil namely normal soil, soft clay / black soil, disintegrated rock or hard rock, etc.,

## **INSTRUMENTATION**

All necessary instrumentation to carry out the study, field investigations, and survey shall be arranged and operated by the consultants at their own cost.

## **PROJECT DESIGNS & DRAWINGS**

For the given purpose and functional use of the respective projects, proper design has to be developed. The designs envisaged in the current proposal shall involve the following designs and drawings

- Feeder/Rising Mains from Common Sump to the CETP
- Wastewater System
- Pump sets & Pump House (if addition is required)
- O&M Calculations

The consultants have freedom to choose the type of sub structure and superstructure, provided the code specification / CPHEEO stipulations are met. The drawings and designs shall include a general arrangement drawing and detailed drawings of all hydraulic and structural components in preferable sizes. The level of detailing shall be such as to enable check of conformance with code provisions, including detailed construction drawings and bar bending schedules.

## **ESTIMATION OF QUANTITIES.**

Based on the surveys and designs evolved by the consultants, within the framework and the requirements of the project, the consultants have to prepare rate analysis / data bank with the latest schedule of rates and prepare items, quantity schedules and subsequently work out the detailed cost estimates. The consultants shall conduct his own studies and prepare estimates based on the recent schedule of rates specified by Government. In case for items for which the schedules of rates are not available, prevailing market rates shall be procured and appended in the DPR. The consultant shall be responsible for the validity of the project details, designs / analysis, drawings, estimates and bid / tender documents given / made by them.

## **SITE VISITS**

Expenditure of 4 site visit during construction stage shall be included in the financial quote.

During the execution of the project, the consultant may be asked to visit the site for any clarifications/ suggestions for which requisite key personnel will be reimbursed to & from AC-II rail fare/taxi fare and Rs. 2000.00/person per day as Daily Allowance.

### **Estimation of Quantities and Project Costs**

- i) The Consultants shall prepare detailed estimates for quantities and project cost for the balance project based on IS Codes and market rate for the inputs. The estimation of quantities shall be based on detailed design of all the components of the projects.
- ii) The Consultant shall make detailed analysis for computing the unit rate for the different items of works. The unit rate analysis shall duly take into account the various inputs and their basic rate. The unit rate for each item of works shall be worked out in terms of manpower, machinery and materials.

### **OBLIGATIONS OF THE ARCHITECT/DESIGN CONSULTANCY FIRM**

- i) The Architect/Design Consultant shall carry out the services with due diligence and efficiency and in conformity with sound architectural, engineering, administrative and financial practices. They shall execute and complete the work in all respects to the satisfaction of the Employer and do all other things required to be done for such execution and completion.
- ii) The Architect/Design Consultant shall promptly furnish to the Client/Employer such information relating to the services and the projects as the Client/Employer may from time to time reasonably request.
- iii) The consultants may be required to carry out the all additional services related with this project, if ordered by the client/employer during contract period at the mutually agreed rate, for the services where no financial cost should be provided against them in the financial proposal.

### **APPROVAL BY THE EMPLOYER**

After the Architect/Design Consultancy Firm has submitted the necessary documents for a particular stage, the Client/Employer will give the approval in a reasonable time.

### **TIME PERIOD FOR THE SERVICES**

- i) Time period envisaged for the project is **02 Weeks** for submission of DPR from date of signing of contract. All works, final reports, drawings and documentation shall be completed within this time schedule.
- ii) If the project delayed by any reasons what so over, no additional cost will be payable to the consultant for these services.
- iii) Client/Employer shall arrange to give approval on all sketches, drawings, reports and recommendations and other matter and proposals submitted for decision by the Consultant in a reasonable time frame.
- iv) The Design Consultancy Firm should arrange a minimum two meeting with the client/employer for coordination and planning purpose starting from date of commencement consultancy contract. Defect Liability period of 12 months after completion of services, shall be applicable.

### **PROJECT TEAM AND PROJECT OFFICE OF THE CONSULTANT**

- i) The Consultants shall be required to form a multi-disciplinary team for this assignment. The consultant team shall be manned by adequate number of experts with relevant experience in the execution of similar detailed design assignments.
- ii) List of suggested key personnel to be fielded by the consultant,
- iii) A Manning Schedule for key personnel mentioned, along with broad job description and qualification must be submitted. The Consultant is required understand the client's perception about these requirements and shall be taken by the Consultants for the purpose

of Financial Proposal and deployment schedule etc. in technical proposal to be submitted by them.

#### **REPORTS TO BE SUBMITTED BY THE CONSULTANT TO BRIDCUL:**

Following reports for the balance work shall be submitted by the consultant:-

- i) **Volume – I, Materials Report:** The material Report shall contain details concerning the proposed sources for construction materials.

The material Report should also clearly indicate the location of alternate possible sources of material.

The material to be incorporated in the project as per the civil work contract shall be examined by the consultant and if required, shall give recommendations in terms of quality, shade, texture, type etc.

- ii) **Volume – II, Technical Specifications:** The Technical Specification for the different components of the project, required for completion of the project, shall be submitted to the Employer in this report.
- iii) **Volume – III, Rate Analysis:** This volume will present the analysis of rates based on CPWD data book for all items of works. The details of unit rate of materials at source, carriage charges, any other applicable charges, labour rates, and machine charges as considered in arriving at unit rate of each item will be included in this volume.
- iv) The consultant shall carry out Interior designing of the Building and suggest suitable furniture and fixtures for the building.
- v) **Volume – IV, Bill of Quantities:** This volume shall contain detailed Bill of Quantities for balance items of works for each tender package.
- vi) **Volume – V, Drawing Volume:** All drawings forming part of this volume shall be „good for construction“ drawings.
- Detailed Working Drawings for individual Structures/components of Building.
  - Detailed Working Drawings for Furnishings and Interiors.
  - Detailed Drawings of each Component of HVAC System, UPS, Plumbing, Sewage, Power System, Wirings etc.
  - Drawings for Furnishing Items, Furniture, Flooring pattern.
  - All drawings will be prepared in A2/legible size sheets. The format for plan, cross-section and profile drawings shall be finalized in consultation with the concerned GIDA officers.
  - The typical cross-section drawings should include all details, as required

The Final Report, Tender Documents and Drawings, Completion certificate & NOC Electrical Authority/Lift authority/ any other authorities, as required incorporating all revisions deemed relevant following receipt of the comments from Client/Employer on the draft Report and comments of other statutory bodies must be submitted.

#### **INTERACTION WITH CLIENT/EMPLOYER**

- i) During entire period of services, the Consultant shall interact continuously with Client/Employer as per the contract and provide any clarification as regards methods being followed any carry out modification as suggested by Client/Employer. A programme of various activities shall be provided to Client/Employer and prior intimation shall be given to Client/Employer regarding start of key activities, so that inspections of GIDA officials could be arranged in time.
- ii) The consultant is required to certify that the work is carried out at the site as per approved drawings, norms and bye-laws and submit their report periodically as specified in **Annexure-I**.
- iii) All equipment, software and books etc. required for satisfactory services for this project shall be obtained by the Consultant at their own cost.

#### **DATA AND SOFTWARE**

The CDs containing all basic as well as the processed data from all field studies and investigations, report, appendices, annexure, documents and drawings, whatever applicable, shall be submitted to Client/Employer at the time of the submission of the Final Report. The data can be classified as follow:

- i. **Rate Analysis:** The Consultant shall submit the rate analysis for various work items, which is not included in DSR, including the data developed on computer in this relation so that it could be used by the Client/Employer later for the purpose of updating the cost of the project.
- ii. **Design & Drawing:** The Consultant shall submit the Design, drawing & as built Drawing for various applicable items including the data developed on computer in this relation so that it could be used by the Client/Employer later for the purpose of future reference.

The CDs should be properly indexed and a catalogue giving contents of all CDs and print-outs of the contents (data from field studies topographic data and drawings) shall be handed over to Client/Employer at the time of submission of the Final Report.

### **COPYRIGHT**

All the drawings shall become the absolute property of the Client/Employer and the consultant shall have no right to use the same anywhere else. Such drawings and designs shall not be issued to any other person, firm or authority or used by the Consultant for any other project. No copies of any drawings or documents shall be issued to anyone except the Client/Employer and/or his authorized representatives. .

### **PAYMENT OF CONSULTANCY FEES:**

The GIDA agrees to pay to the appointed Consultant the fee for the professional services to be rendered by him, for the stipulated schedule of services as accepted by the GIDA in the letter of appointment.

Service tax applicable on the consultancy fees shall be paid by the GIDA.

Statutory charges/fees payable to any local authority for obtaining statutory approvals for commencement/Completion /occupation of the building shall be paid by GIDA on demand by the competent authorities.

The Consultant shall have to submit the self attested copy of his PAN No. along with the RFE Document.

### **PAYMENT SCHEDULE**

Payments to the consultant shall be "on account" and shall be adjusted against the final bill.

i All payments shall be subject to Income Tax deduction at source.

- ii The Consultant shall be paid for each of the services in the schedule as far as possible by 10<sup>th</sup> working day after the day of presentation of the bill to the Engineer-in-Charge or Senior Manager in the various stages as follows

#### **PAYMENT AT DPR STAGE:- (70%)**

- A. Approval of Concept Plan/Design-DPR Stage 10% (Ten percent) of the total fee.
- B. Submission of Preliminary Drawings and Design- 20% (Twenty percent) of the total fee.
- C. Submission of DPR
  - (i) On Approval of DPR by GIDA- 20 % (Twenty percent).
  - (ii) On Approval of DPR by the GIDA.-20% (Twenty percent).



#### **PAYMENT AT CONSTRUCTION STAGE:-**

- A. Submission of Detailed Working Drawing-10% (Ten percent) of the total fee.
- B. Progress of Supervision/Construction – (20%)
  - i) 5% (Five percent) of the total fee on completion of 25% of construction work.
  - ii) 5% (Five percent) of the total fee on completion of 50% of construction work.
  - iii) 5% (Five percent) of the total fee on completion of 75% of construction work.
  - iv) 5% (Five percent) of the total fee on completion of 100% of construction work.

**Note:** 5% Security Deposit will be deducted from each running bill, which shall be released after two months of completion of the work.

#### **PERFORMANCE GUARANTEE:**

The Consultant shall submit an unconditional Performance Guarantee of 2% (Five Percent) of the consultancy fee or Rs. 50,000 whichever is more for proper performance of the contract. The performance guarantee shall be in the form DD in favour of CEO GIDA, Gorakhpur from a nationalized/scheduled Bank within **07** days of issue of Letter of Acceptance.

In case, the Consultant fails to deposit performance guarantee within 07 days of issue of letter of acceptance, the offer of appointment of consultant shall stand cancelled.

Performance guarantee shall be released after 2 months from date of completion of work.

#### **FORFEITURE OF PERFORMANCE GUARANTEE:**

When the consultant has made himself liable for action under any of the clauses aforesaid, the Engineer-in-Charge on behalf of the GIDA shall have powers:

To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of Engineer-in-Charge shall be conclusive evidence) upon such determination rescission, the Security Deposit already recovered and Performance Guarantee under the contract shall be forfeited and placed absolutely at the disposal of the GIDA.

In case the consultant fails to complete the work, the GIDA, without prejudice to rights and remedies available under the agreement shall forfeit Performance Guarantee in cash and/or by en-cashing the Bank Guarantee.

#### **ADDITIONS AND ALTERATIONS:**

The GIDA shall have the right to make changes, additions, modifications or deletion in the design and drawings or any part of work and instructions given in writing for any such additions / alterations, deletions during the progress of the work and the same shall be complied by the consultant without any extra cost.

#### **TIME SCHEDULE:**

The date of commencement of project will be reckoned from the seventh day of the date of signing of the contract.

Completion of various professional services/activities shall be achieved within the time frame as per **Annexure-II**.

As the project has to be completed on fast track, the work shall be carried out with due diligence and as per time frame **Annexure -II**. In case of any delay / default, performance/deficiency by the Consultant, to the agreed time schedule, for pre commencement activities the Consultant shall pay by way of agreed compensation and

amount equivalent to 0.25% (Zero decimal two five percentage) of the total amount of fee payable for each stage for each week of delay subject to a maximum of 10% (Ten percent) of the fee quoted for the services.

#### **EXTENSION OF TIME**

If the consultant shall desire an extension of time for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other ground he shall apply in writing to the GIDA within seven days of the date of hindrance on account of which he desires such extension as aforesaid.

The GIDA after satisfying itself about the reasonableness of grounds may grant extension of time which shall be final and binding as in his opinion be justified and communicate the same in writing. Wherever such extension of time is granted, it would be without prejudice to the rights of GIDA to take any other action under the provisions of the Contract. Any extension of time granted as stated above shall neither entitle the consultant to any claim for increase in their fees nor shall it release him from any of the obligations under the said agreement.

The consultant shall extend the validity of his Performance Guarantee if warranted on account of extension of time.

#### **OUTPUT/DESIGN SUBMITTAL OF THE CONSULTANCY:-**

The output of the consultancy and any other details envisaged under this agreement shall be supplied as specified in the following table:

<b>Sl. No</b>	<b>Description</b>	<b>No of Copies</b>	<b>Scale</b>
1	Concept Design Stage:- concept plan, Comprehensive master plan (Layout Plan) etc.	4 copies	1:200
2.	Final Master Plan & Concept Plan.	4 copies	1:100
3.	Drawings for submission to local/statutory authorities.	As Req'd. by local/ statutory authorities.	As Req'd.
4.	Working drawings Plans, sections, elevations.	4 copies	1:50
5.	Structural Drawings (Good for Construction drawings)	4 copies	1:20
6.	Detailed estimate of proposed work.	4 copies	-
7.	Detailed working drawing for execution of work (Good for Construction drawings)	4 copies	1:20/ 1:10
8.	Layout plans	4 copies	1:50
9.	Final Detail Project Reports	4 copies	-
10.	A soft copy of all drawings in AutoCAD and that of reports and statements in Microsoft Word and Excel	in soft copy	-

The GIDA shall be supplied with such drawings along with one reproducible copy in A-0/A-1 size. If there is any revision of any detail in any drawing for any reason

whatsoever, same number of drawings shall be reissued after such corrections without any extra charge.

All drawings (All drawings) shall be prepared by using latest version of AutoCAD or latest software.

#### **COPYRIGHT**

All these drawings shall become the absolute property of the GIDA and the consultant shall have no right to use the same anywhere else. Such drawings and designs shall not be issued to any other person, firm or authority or used by the Consultant for any other project. No copies of any drawings or documents shall be issued to anyone except the GIDA and/or its authorized representatives.

All design calculations along with original Architectural/Structural drawings on computer floppy/CDs shall be submitted for proof-checking/ record and shall be the property of the GIDA.

#### **RESPONSIBILITY FOR ACCURACY OF PROJECT DOCUMENT**

The Consultant shall appoint a team leader for this project who shall be an architect with sufficient experience and should have designed/supervised construction of similar work. His CV shall be submitted to the GIDA within 7 days of signing of the agreement for approval of GIDA. He will regularly interact with the officers of the GIDA and will be responsible for timely submission of the requisite reports/document. The Consultant shall be responsible for accuracy of the data collected by them directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by them as part of these services. The Consultant shall indemnify the GIDA against any inaccuracy in the work, which might surface during implementation of the project. The Consultant shall also be responsible for correcting, at his own cost and risk, the drawings including any re-designing and correcting layout/ design etc. if required during the execution of the Services, without any extra cost.

#### **INDENTIFICATION:**

The Consultant shall fully indemnify and keep the GIDA indemnified against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against the GIDA in respect of any such matters as aforesaid the consultant shall be immediately notified thereof and the Consultant shall bear liability, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the Consultant shall not be liable to indemnify the GIDA, if the infringement of the patent or design or any alleged patents or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

#### **GUARANTEE:**

The Consultant shall agree to redesign at his cost any portion of his engineering and design work, which due to his failure to use a reasonable degree of design skill shall be found defective.

The GIDA may make good the loss by recovery from the dues of the Consultant in case of failure to comply with the provisions of the above clauses.

#### **DETERMINATION AND RESCISSION OF AGREEMENT:**

The BRIDCUL without any prejudice to its right against the Consultant in respect of any delay by notice in writing absolutely determine/ rescind the consultancy contract in any of the following cases:

- i) If the Consultant, being a firm/ company shall pass a resolution or the court shall make any order that the firm/ company shall be wound up or if a Receiver or a Manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court to appoint a Receiver or a Manager or which entitled the court to make up a winding order.

- ii) If the Consultant commits breach of any of the terms of the agreement.

When the Consultant has made himself liable for action under any of the clauses aforesaid, the GIDA shall have power: -

- a. To determine/rescind the agreement:
- b. To engage another Consultant to carry out the balance work debiting the Consultant the extra amount, if any, so spent for getting the balance work done. This amount would be in addition to the penalties imposed under clause no. 5.9. 3 herein above provided further that the Consultant shall not be entitled to any difference of cost if the balance work is done at a cost less than the contract value.

The decision of the Managing Director regarding the grounds for determination of the agreement by the Engineer-in-charge shall be final and binding.

### **DISPUTES**

If the Consultant believes that a decision taken by the Engineer was either outside of authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision of the engineer shall be referred to the dispute review expert (DRE) within 11 days of the notification of the Engineer's decision.

The DRE for various projects will be Chief Executive Officer GIDA.

### **PROCEDURE FOR DISPUTES**

The Dispute Review Expert shall give a decision in writing within 28 days of receipt of a notification of dispute.

1. If the Consultant is dissatisfied with the instructions or decision of the Dispute Review Expert, the Consultant may, within 15 days of the receipt of the decision, appeal to the CEO GIDA who shall afford an opportunity to the Consultant to be heard, if the latter so desires, and to offer evidence in support of his appeal. The CEO GIDA shall give his decision within 30 days of receipt of Consultant's appeal. If the Consultant is dissatisfied with this decision, the Consultant shall within a period of 30 days from receipt of the decision, give notice to the CEO GIDA for appointment of arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.
2. Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the CEO GIDA. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
3. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the CEO GIDA of the appeal.
4. It is also a term of this contract that no person, other than a person appointed by CEO GIDA as aforesaid should act as arbitrator.
5. It is also a term of this contract that if the Consultant does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 15 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the Consultant shall be deemed to have been waived and absolutely barred and the GIDA shall be discharged and released of all liabilities under the contract in respect of these claims.
6. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

7. It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 50000/- the arbitrator shall give reasons for the award.
8. It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.
9. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.
10. The arbitration shall be conducted in accordance with the arbitration procedure stated in the Clause no. 5.20 below.

#### **REPLACEMENT OF DISPUTE REVIEW EXPERT.**

Should the Dispute Review Expert resign or die, or should the Employer and the Consultant agree that the Dispute Review Expert is not fulfilling his functions in accordance with the provisions of the Contract, a new Dispute Review Expert will be appointed by the CEO GIDA.

#### **ARBITRATION:**

Excepting the decisions taken by the Managing Director, GIDA, all disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration by a reference to the sole arbitrator or the person appointed by the CEO GIDA and the award made in pursuance thereof shall be binding on the parties. Such arbitration shall be governed by the Indian Arbitration and Conciliation Act, 1996.

It is also the term of this agreement that consultant shall have no objection whatsoever, in the appointment of an officer of the GIDA as the sole Arbitrator by the CEO.

#### **FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK.**

If at any time after acceptance of the consultancy tender, the GIDA decides to abandon or reduce the scope of the work for any reason, the Engineer-in-charge shall give notice in writing to that effect to the consultant and the consultant shall act accordingly in the matter. The consultant shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work. Further, the consultant shall not have any claim for compensation by reasons of an alteration having made in the scope of work which shall involve any curtailment of work as originally contemplated. However, the consultant shall be paid at contract rates full amount for works executed to the extent and accepted by the Engineer-in-charge.

#### **MODIFICATION.**

a) Modification of the terms and conditions of this contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause 5.23 hereof, however, each party shall give due consideration to any proposals for modification made by the other Party.

b) In case scope of work is increased on account of requirement of additional facilities, the consultant shall be paid for additional DPR in the same proportion as their quoted fee for the present scope of work with respect to the sanction amount of DPR excluding centage & contingency.

**OPERATION**

The parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause shall or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute to arbitration in accordance with Clause 5.17 section 5.

**KEYPERSONNEL**

- a) The Consultant shall submit the CVs of key personal before finalization of Contract Agreement.
- b) Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract.
- c) If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

layout

**TimeSchedule**

<b>S.No.</b>	<b>Deliverable/Services</b>	<b>Timeline (fromthedateofawardof work)</b>
<b>1</b>	Submission & approval of Preliminary Report	2week
<b>2</b>	Submission&approvalofDraftDPR	2week
<b>3</b>	Submission&approvalofFinalDPR	2week



**THE FINANCIAL QUOTE**

<b>Sl. No.</b>	<b>Schedule of Consultancy</b>	<b>Consultancy fees In Rs.(in Percentes basis) (Excluding GST)</b>
1	<b>Design Consultancy for Planning &amp; Preparation of DPR for Sewerage System and water supply system, at GIDA AREA Gorakhpur.</b>	<b>The consultancy fees to be quoted should Quote the rate as per percentage basis of total project cost.</b>

TotalRs

(Rupees-----  
----- only)

Seal of consultant

Signature of the consultant

Place :

Date: