

REQUEST FOR PROPOSAL (RFP)
FOR
SELECTION OF CONSULTANT FOR ENVIRONMENTAL IMPACT
ASSESSMENT (EIA) STUDY AND OBTAINING
ENVIRONMENT CLEARANCES (EC) FROM COMPETENT
AUTHORITY
FOR PROPOSED 7.5 MLD COMMON EFFLUENT TREATMENT
PLANT (CETP) AT THE GORAKHPUR INDUSTRIAL AREA
for
GORAKHPUR INDUSTRIAL DEVELOPMENT AUTHORITY

15/02/2021



Gorakhpur Industrial Development Authority,
Gorakhpur



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

File No: _____

Dt: 12 February 2021

Request for Proposal

Gorakhpur Industrial Development Authority (GIDA) is inviting Request for Proposal from firms/agencies which have experience in conducting same nature of work, for “**Environmental Impact Assessment (EIA) study and obtaining ENVIRONMENT CLEARANCES (EC) from competent authority for proposed 7.5 MLD Common Effluent Treatment Plant at Industrial Area in GIDA, Gorakhpur**”.

The RfP document will be available online on our website <http://gidagkp.org> in Grievances column on 15.02.2021 onwards. For details please visit the above-mentioned link.

Interested firms/ agencies are requested to submit their response along with all the relevant documents in soft copy on email id tenders.gida@gmail.com on or before 05/03/2021, 23:59 hrs and in hard copy, on or before 12.03.2021, 16:00 hrs, on the address mentioned below:

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

Sd/- Chief Executive Officer
Gorakhpur Industrial Development Authority
(GIDA)

Notice inviting Tender

1. Gorakhpur Industrial Development Authority (GIDA) invites sealed responses from firms/ agencies meeting the eligibility criteria, for **“Selection of a Consultant for Environmental Impact Assessment (EIA) study and obtaining ENVIRONMENT CLEARANCES (EC) from competent authority for proposed 7.5 MLD Common Effluent Treatment Plant at Industrial Area in GIDA,”** in Gorakhpur.
2. The RFP document can be downloaded from the GIDA website i.e. <http://gidagkp.org>.
3. Details such as technical eligibility, financial eligibility, date and time for pre-bid query, scope of work is provided in the RFP document.
4. Only firms/ agencies meeting the eligibility criteria are requested to submit the proposal.
5. Sealed complete proposals should reach the undersigned through registered post/ speed post or courier service up to 12.03.2021 by 16:00 hrs and mailed to tenders.gida@gmail.com up to 23:59 hrs on 5.03.2021 and the proposals shall be opened on 15.03.2021 at 17:00 hrs.
6. Please note that no liability will be accepted for difficulties in and or incomplete download of RFP document.
7. The client reserves the right to cancel the entire process or part of it, at any stage without assigning any reason thereof.

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

Disclaimer

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

This RFP is one of the steps in the process of selection of an entity for the project for **Selection of a Consultant for Environmental Impact Assessment (EIA) study and obtaining ENVIRONMENT CLEARANCES (EC) from competent authority for proposed 7.5 MLD Common Effluent Treatment Plant at Industrial Area in GIDA).**

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

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

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

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

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

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

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

1 Project Introduction

1.1 Background

Gorakhpur city spread across 144 sq km, is situated on the banks of River Rapti in north-eastern part of Uttar Pradesh. It is the administrative headquarters of Gorakhpur District and Gorakhpur Division and is divided into 70 wards for which elections are held every 5 years. The population of Gorakhpur city is 6.73 lakh comprising of 353,907 males and 319,539 females as per Census 2011.

The Gorakhpur Industrial Development Authority (GIDA) has been formulated under the Uttar Pradesh Industrial Area Development Act, 1976 with an objective to support the planned development of the industrial area falling under the jurisdiction of GIDA in Gorakhpur. It provides services with regard to land allotment for various uses such as residential, commercial, transport, housing and industrial, provision of basic amenities and infrastructure for sites, regulate the construction of buildings and industries and so on.

The GIDA intends to appoint consultant for “Environmental Impact Assessment (EIA) study and obtaining ENVIRONMENT CLEARANCES (EC) from competent authority for proposed 7.5 MLD Common Effluent Treatment Plant at Industrial Area in GIDA,” Gorakhpur, Uttar Pradesh.



Figure 1 Location of CETP

GIDA invites proposals (the “Proposals”) from the firms for conduction Environmental Impact Assessment (EIA) study and obtaining ENVIRONMENT CLEARANCES (EC) from competent authority for CETP. GIDA intends to select the consultant through an open competitive bidding process in accordance with the procedure set out in this RfP.

1.2 Data Sheet

Sl.No	Item	Details
1.	Project name	Selection of Consultant for “Environmental Impact Assessment (EIA) study and obtaining ENVIRONMENT CLEARANCES (EC) from competent authority for proposed 7.5 MLD Common Effluent Treatment Plant at Industrial Area in GIDA,” Gorakhpur, Uttar Pradesh.
2.	Nodal Officer (for any clarification)	Senior Manager, Civil Gorakhpur Industrial Development Authority (GIDA) Sec.-7, Gida Gorakhpur-273212 Office No: 0551-2580010,2580090, tenders.gida@gmail.com.
3.	Publication of RFP	12.02.2021
4.	Documents download (start time)	15.02.2021 at 11:00 hrs Document can be downloaded from http://gidagkp.org available in Grievances column
5.	Last date for submission of queries	22.02.2021 Note: 1. All queries need to be submitted through mail to tenders.gida@gmail.com clearly mentioning the subject: “Environmental Impact Assessment (EIA) study and obtaining ENVIRONMENT CLEARANCES (EC) from competent authority for proposed 7.5 MLD Common Effluent Treatment Plant at Industrial Area in GIDA,” Gorakhpur, Uttar Pradesh. 2. No queries submitted after 22.02.2021, 12:00 hrs would be discussed/ answered/ entertained. 3. For any required information, bidders can contact: • Senior Manager, Civil, Ph: - 0551-2580010,2580090
6.	Pre-bid meeting	22.02.2021 at 16:00 hrs
7.	Link for virtual Pre-bid meeting	Click Here for joining the virtual pre-bid meeting
8.	Date of submission of soft copy proposal	05.03.2021, 23:59 hrs Soft copy of the proposal to be submitted to tenders.gida@gmail.com. Note: Financial Bid should be password protected and should be provided to the authority at the time of opening of financial bid.
9.	Date of submission of hard copy of Technical & Financial Bid, Earnest Money Deposit (EMD) and Proposal fee	08.03.2021, 17:00 hrs Note: There should be no difference in submission of soft and hard copy, in case any difference is found, soft copy will be considered as final.
10.	Bid submission address	Gorakhpur Industrial Development Authority (GIDA) Sec.-7, GIDA Gorakhpur-273212
11.	Earnest Money Deposit (EMD) – refundable	INR 50,000 /- (Rupees Fifty Thousand only) by NEFT/ RTGS from a nationalized/ scheduled bank and payable at Gorakhpur along with minimum validity of 90 days from date of submission of the bids. Payable in the name of Gorakhpur Industrial Development Authority, Gorakhpur.

Sl.No	Item	Details
12.	Proposal Fee (non-refundable)	INR 10,000 /- (Rupees Ten Thousand only) by NEFT/ RTGS from a nationalized/ scheduled bank and payable in Gorakhpur. Payable in the name of Gorakhpur Industrial Development Authority, Gorakhpur.
13.	Account Details for online transfer of EMD/Proposal Fee	A/C Name: Gorakhpur Industrial Development Authority (GIDA) A/C Number: 6332000100000414 IFSC Code: PUNB0633200 Bank: Punjab National Bank, GIDA, Gorakhpur
14.	Opening of bids	15.03.2021 by 16:00 hrs at Gorakhpur Industrial Development Authority (GIDA), Sec.-7, Gida Gorakhpur-273212
15.	Bidding Model	Single Bidder/ Joint Venture/ Consortium is allowed to participate maximum up to 2
16.	Period of contract	6 Months
17.	Validity of the Proposal	Proposals must remain valid for 180 calendar days after the proposal submission deadline

1.3 Pre-qualification Criteria

Before opening and evaluation of the technical proposals, bidder's eligibility would be evaluated to assess their compliance to the following pre-qualification criteria. Bidders failing to meet these criteria or not submitting requisite proof for supporting pre-qualification criteria are liable to be rejected at the preliminary level.

Sl.No	Category	Criteria	Documents required
1.	Organization Information	The Bidder should be an organization incorporated or operating in India for at least last Ten (10) complete Financial Years as on published date of RFP, and should have accreditation with Quality Council of India (QCI)/ National Accreditation Board for Education and Training (NABET) for project particular in CETP/STP/ETP/Industrial area EIA/ EC and Similar Project	1. Certificate of Incorporation. 2. Certificate of Accreditation
3.	Earnest Money Deposit (EMD)	INR 50,000/- (Rupees Fifty Thousand only) by NEFT/ RTGS from a nationalized/ scheduled bank and payable in Gorakhpur along with minimum validity of 90 days from date of submission of the bids. Payable in the name of Gorakhpur Industrial Development Authority, Gorakhpur.	The original proof of payment through NEFT/ RTGS must be furnished Scanned copy of the proof of payment through NEFT/ RTGS must be submitted as a part soft copy submission
4.	Proposal Fee	INR 10,000 /- (Rupees Ten Thousand only) by NEFT /RTGS from a nationalized /Scheduled bank and payable in Gorakhpur. Payable in the name of Gorakhpur Industrial Development Authority, Gorakhpur.	The original proof of payment through NEFT/ RTGS must be furnished Scanned copy of the proof of payment through NEFT/ RTGS must be submitted as a part soft copy submission
5.	Technical capability	Experience in preparation of at least 3 (three) projects one in UP and of "Environmental Impact Assessment (EIA) study and obtaining Environment Clearances (EC) from competent	Citation of the project and Copy of Agreement/ Work Order of ongoing projects/ Completion Certificate issued by the client show

Sl.No	Category	Criteria	Documents required
		authority Common Effluent Treatment/ STP/ ETP/ Industrial area EIA/ EC and any other similar projects.	casing the nature of work performed and value
6.	Annual turnover	The bidder shall have minimum INR 2 Crores average Annual Turnover during the last 3 (Three) Financial Years	Copies of Balance Sheets and Profit & Loss statements endorsed by the Statutory Auditor of the bidder for the 3 (Three) Financial Years as mentioned
7.	Non-blacklisting	The bidding company should not have been blacklisted by any Government Department, Ministry or Agency for breach of ethical conduct or fraudulent practices in any of the last 5 years.	A Notarised affidavit of self-declaration by the authorized person of the bidding company with seal and sign
8.	Mandatory documents related to the entity	Valid Copies of PAN Card, GST registration certificate.	Copy of the certificates as mentioned

1.4 Pre-bid meeting

- Pre-bid Meeting of the Bidders shall be convened virtually on the designated date and time, as indicated in the Data Sheet.
- During the course of Pre-Proposal Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of GIDA. GIDA shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.
- Non-attendance at the pre-proposal meeting will not be a cause for disqualification of a Bidder.
- Bidders are requested to use the below link for joining the virtual pre bid meeting.

[Click Here](#)

1.5 Instruction to Bidders

- GIDA issues this RFP to select a bidder for such period as may be specified in the Data Sheet. The name and identification number of this Competitive Bidding procurement are as specified in the Data Sheet.
- These instructions should be read in conjunction with information specific to the consulting services contained in the Notice inviting tender, Data Sheet and accompanying documents.
- The bidder shall be a single entity or a consortium of entities. A Bidder may be a private entity, legal entity, a company, a partnership firm, or a body corporate, incorporated in India or as per applicable laws of the country of its origin.
- The Bidder shall submit Technical and Financial Proposal and selection shall be based on methodology specified in the Data Sheet.
- The Bidder shall submit only one Proposal in its own name.
- The Bidder shall bear all costs associated with the preparation and submission of its proposal and contract negotiation.
- The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to award of the contract without thereby incurring any liability to the bidder
- Consultancy firms (sole firm or lead firm in case of a consortium of Bidders and any of the JV partners) that have been debarred by Government of Uttar Pradesh and/ or any Government agency in India; and the debarment is in force as on date of application; shall not apply as their Proposal will not be entertained.

- GIDA will not be responsible for any delay, loss or non-receipt of RFP document sent by post/ courier. Further, GIDA shall not be responsible for any delay in receiving the Proposal and reserves the right to accept/ reject any or all Proposals without assigning any reason thereof.
- The three parts of the Proposal (Eligibility Document, Technical Proposal and Financial Proposal) must be submitted with all pages numbered serially, along with an index of submission. Document in loose form, etc., shall not be accepted. All figures quoted in the Financial Proposal should be covered with a transparent adhesive tape. In the event, any of the instructions mentioned herein have not been adhered to, GIDA may reject the Proposal.
- Proposals (hard copy) must be received not later than 17:00 hrs 12.03.2021 in the manner specified in the RFP document at the address given below.
- Duly completed Proposal shall be submitted in the office of GIDA as indicated in Data sheet with the EMD in the form NEFT/ RTGS along with Bid document fees in the form of NEFT/ RTGS in favour of “Gorakhpur Industrial Development Authority”, and payable at Gorakhpur.

1.6 Brief description of the selection process

Selection process will be conducted in one stage (collectively referred to as the "Selection Process") for selection of the consultant for “Environmental Impact Assessment (EIA) study and obtaining Environment Clearances (EC) from competent authority for proposed 7.5 MLD Common Effluent Treatment Plant at Industrial Area in GIDA,” Gorakhpur, Uttar Pradesh. The Proposal should be submitted in three parts in three separate envelopes.

All three envelopes are to be duly marked and put together in one single outer envelope. The three parts of the Proposal are:

- Part 1: Eligibility Document
- Part 2: Technical Proposal and
- Part 3: Financial Proposal

Evaluation process shall consider the evaluation of the Eligibility Document and Technical Proposal (i.e., Part 1 and 2) submitted using formats in Annexure-4. The bidders who scores above 70% aggregate marks following the selection criteria will be shortlisted as explained at Clause 5 – Evaluation process. Those shortlisted bidders shall only be considered for further evaluation provided none of them is in conflict of interest with the Concessionaire.

Financial Proposals (i.e. Part 3) of the Shortlisted bidders will be evaluated on the basis of lowest quote. (Bids to be submitted using formats in Annexure-5).

2 SCOPE OF Work

2.1 General

The Gorakhpur Industrial Development Authority (GIDA) (the “Authority”) is engaged in the development of Common Effluent Treatment Plant Project and as part of this endeavour, the Authority has decided for Selection of consultant for EIA Study and Obtaining Environment Clearances for Proposed Common Effluent Treatment Plant Project, Gorakhpur, Uttar Pradesh.

2.2 Objective

The key objective of the tender is to appoint a consultant for carrying out following activities for fulfilling statutory requirements and assisting GIDA in obtaining environment clearance for its CETP project in Gorakhpur, Uttar Pradesh from the appropriate authority.

- a) Detail Environment Impact Assessment (EIA) studies.
- b) Environment Management Plan (EMP) for the project site.
- c) With above prepared documents and other activities as required to fulfil the statutory requirements to obtain Environment Clearance from competent authority; and
- d) To obtain Consent to Establish;

2.3 Broad Scope of Work

Gorakhpur Industrial Development Authority, GIDA is seeking the services of a qualified firm to obtain Environment Clearance including preparation / conducting Environment Impact Assessment (EIA) studies and other studies etc. in accordance with the Standard Terms of Reference (ToR) already specified by MoEF for conducting EIA study and also additional project specific ToR issued the by MoEF & CC. The selected consultant is required to obtain necessary clearances from all appropriate authority on behalf of GIDA, Gorakhpur. The scope of work inter alia includes compliance to the following as per EIA notification 2006 of MoEF and subsequent modifications therein:

- Environmental Appraisal Questionnaire developed by MoEF& CC / SEAC including preparation of Terms of Reference (ToR)
- Environmental Impact Assessment Report
- Environmental Management Plan (EMP)
- Details of Public Hearing as in Appendix IV of notification 2016
- Forest / CRZ Clearance Certificate (if necessary)
- No objection Certificate from State Pollution Control Board

A. The scope of work for the study to be carried out shall include but not be limited to the following activities / studies:

- a) Preparation of Pre-feasibility Report (PFR) in line with MoEF& CC notification no J11013/41/2006-IA. II (I) dated 30/12/2010.
- b) If any data required but not available in the DPR of CETP, for report preparation, Consultant shall make arrangements for preparation of such data / documents by taking reference from similar projects executed by them in the past or through field visits.
- c) Filling of the Form-1 application for seeking prior environmental clearance as per the applicable rules and guidelines of EIA notification dated 14/09/2006 & its amendments therein. Online submission of EC application in MoEF& CC portal and/or SEIAA Uttar Pradesh.
- d) Necessary coordination & liaison with MoEF & CC GOI and/or SEIAA Uttar Pradesh for putting up our proposal before EAC (Expert Appraisal Committee) and/or SEAC (State level Expert Appraisal Committee) in their meeting.
- e) Prepare and make presentation before EAC / SEAC for obtaining General, Additional and/ or specific TOR for CETP Project. Compliance to the observation of EAC/SEAC, If any.
- f) To carry out EIA study as per the standard, additional and/ or specific TOR for CETP project and UPPCB prevailing guidelines.
- g) The baseline data collection for preparation of EIA, the data may be provided in respective chapter. Sampling frequency and parameters for ambient Air, Noise, Soil & water quality &

ecology study shall be adopted as per Pollution Control Board & MoEFCC. This data may be of inclusive of primary as well at secondary data.

- h) Impact prediction shall be identified during construction phase and also operational phase based on primary and secondary data collected during EIA study.
 - i) Monitoring plan of Environmental parameters which is identified as critical or as required by regulatory agencies shall be suggested. Suggestions shall be made for necessary monitoring equipment and manpower required to implement the monitoring plan, if required.
 - j) To prepare and submit draft EIA & EMP and Risk assessment reports and make presentation to GIDA, Gorakhpur, Uttar Pradesh. The EIA /EMP shall be prepared as per the generic structure given at Appendix – III of EIA Notification, 2006 and latest guidelines / amendments issued by MoEF & CC from time to time and prevailing guidelines issued by UPPCB.
 - k) Finalize the draft EIA & EMP Report as per TOR to GIDA by MOEF & CC and by incorporating GIDA's comments/views if any.
 - l) Filing appropriate forms and submission of the same for obtaining Consent for Establishment from Uttar Pradesh State Pollution Control Board (UPPCB)/ SEIAA Uttar Pradesh along with final Draft EIA & EMP Report in compliance with the statutory requirements.
 - m) Submission of application to UPPCB for conducting Public Hearing (PH) along with all required documents.
 - n) Coordinating with UPPCB officials and GIDA authority for fixation PH Schedule & Place
 - o) Arrangement of all facilities required for conducting Public Hearing (PH) /Public Consultation and to organize & coordinate all activities for successful conducting of PH in liaison with GIDA official. The procedures for conducting PH should in strict compliance to the conditions indicated at Appendix - IV of EIA notification – 2006 & its amendments thereto.
 - p) Coordination & liaisoning of all activities related to preparation of PH proceedings & its forwarding to MoEF& CC and/or UPPCB by member secretary.
 - q) To be present during Public Hearing/Public consultation process, make necessary presentation in local language if required in and to address all the environmental concerns based on the feedback of Public Hearing/Public consultations and to incorporate the issues emerged during the PH in the Final EIA and EMP report.
 - r) To complete the EIA & EMP Reports by incorporating proceedings and recommendations of Public Hearing and submission of the same to MoEF & CC, Gol and/or SEIAA Uttar Pradesh
 - s) Fulfilling all the formalities including submission of application along with requisite documents to the ministry/concerned authority and follow up for obtaining Environmental Clearance (EC) in accordance with the procedure laid down in the EIA Notification, 2006 and its amendments from time to time
 - t) To make presentation to Expert Appraisal Committee (EAC), MoEF & Govt of India, New Delhi and/or State level Environmental Appraisal Committee SEIAA/UPPCB, Uttar Pradesh, and when required to clarify /justify / defend any Issues that may be raised by them and obtain EC from MoEF & CC and do necessary co-ordination/for obtaining Environmental Clearance (EC) with MoEF & CC , Gol and/or SEIAA/UPPCB, **GIDA invites Request for Proposal (RFP) for Selection of consultant for EIA Study and Obtaining Environment Clearances for Proposed Common Effluent Treatment Plant Project, Gorakhpur, Uttar Pradesh.**
 - u) To prepare and submit the application for Consent establishment and Consent for Operations after review by the Company and follow up with the SEIAA/UPPCB, Uttar Pradesh till the said consent is received by GIDA
 - v) The consultants involved in the preparation of EIA /EMP report after accreditation with Quality Council of India / National Accreditation Board of Education and Training (NABET) would need to include a certificate in this regard in the EIA and EMP reports prepared by them and data provided by other Organizations / Laboratories including the status of approvals etc. In this regard circular no - 11013/7/2004 -IA-II(I) dated 2 December 2009 and other related circulars in this regard available on the MoEF website may also be referred.
- B. The consultant has to bear all the expenditure for carrying out all the works under this tender not limited to mobilization of men and materials to the project site for collection of samples, local conveyance, data collection, computer charges, local transport, analysis and compilation, report preparation, etc. Attending Expert Appraisal Committee meeting wherever/whenever required.
- C. The consultant shall facilitate GIDA to deposit the statutory fees directly to the recipient's accounts.

- D. Public hearing/consultation shall be an integral part of the scope of the consultant.
- E. The consultant has to prepare & submit the application to MoEF & CC /SEIAA for obtaining EC Clearance. The consultants to bear the expenditure towards preparation of copies of draft EIA/ EMP report, and the reports/studies as mentioned in the ToR for submission to MoEF & CC for EC and/or SEIAA/UPPCB and/or other concerned authority
- F. The consultant should submit six (06) copies of the draft and final draft report to GIDA before submitting to the concerned authority to obtain EC for comments
- G. In case, EAC/ MoEF & CC and /or SEIAA /UPPCB during the presentation meeting suggests modification/ correction on the report, the consultant shall submit the amended report within the specified time period. However, it is emphasized that all the report data / presentation made by the consultant shall be comprehensive enough to avert such a contingency

2.4 Note: -

- a) All instruments, materials and expert manpower required for carrying out the studies, collection analysis of samples, are to be arranged by the consultant.
- b) The consultant shall utilize well qualified and experienced persons in the relevant field.
- c) All the data being collected & used for the study or any other data being supplied by GIDA shall be sole property of GIDA and will be treated as confidential (Integrity Pact) and same cannot be published anywhere or shared with anybody without prior written permission of GIDA
- d) EIA / EMP report shall be prepared as per EIA Notification, 2006 and all the amendments thereof from time to time till Environmental Clearance is obtained. Consultant shall take care of all guidelines of MoEF & CC and UPPCB notifications during the process of preparation of EIA & EMP report and other related activities till final EC & CTE is obtained.
- e) Consultant shall be responsible for collection of formation required for study of EIA, preparation of TOR and EMP report etc. for obtaining environmental clearance
- f) Any drawings /documents to be submitted to any statutory authority, a copy of the same should also be submitted to GIDA
- g) Any other job & activity, which is not specifically mentioned in the scope of work as described above or elsewhere in the tender documents, but is required for obtaining Environmental Clearance from MoEF & CC, GoI and Consent for Establishment from SEIAA /UPPCB and to achieve completeness of the subject work in all respect, shall also be in the scope of the Consultant without any extra financial implication to GIDA.
- h) Only Statutory fees, if any will be paid directly by GIDA. Bidders to quote accordingly
- i) In-Principle approval from NMCG will be provided to the consultant to prepare EIA and obtain EC form competent authority.

2.5 Deliverables

The following are the deliverables to GIDA in addition to submission to MoEF& CC and/or SEIAA /UPPCB, etc.

1. **Draft Report:** 3 hard Copies of Draft report on EIA Study along with a soft copy of report in a Pen Drive
2. **Presentation:** - One presentation to **GIDA** prior to finalization of the report
3. To prepare and submit the application and other documents (after review by the company) to State Pollution Control Board for conduct of Public Hearing
4. To be present during Public Hearing and make presentation in local language if required
5. **Final Report:** Submission of 5 copies of final report and 02 soft copies after incorporating Company's comments and incorporating all the issues raised during Public Hearing/Consultation time as per TOR and other MoEF & CC guidelines and prevailing UPPCB guideline
6. **Application for Environmental Clearance (EC):** Preparation of all the documents including the application for obtaining EC
7. Making presentation to MoEF & CC and/or SEIAA/UPPCB at respective locations
8. To prepare and submit the application (after review by GIDA) to Uttar Pradesh Pollution Control Board for **Consent for Establishment**

9. To pursue the matter suitably with UPPCB till the consent for establishment is received by GIDA to setup **CETP Project**.

3 Terms & Conditions

3.1 Accountability

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

3.2 Earnest Money Deposit

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

3.3 Corrupt and prohibited practices

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

- a. defines, for the purposes of this provision, the terms set forth below as follows:
 - 1 "Corrupt practice" means the offering, giving, receiving, or soliciting anything of value to influence the action of officials in the Selection Process or in contract execution; and
 - 2 "Fraudulent practice" means a misrepresentation of facts in order to influence the selection process or the execution of a contract in a way which is detrimental to GIDA, and includes collusive practices among bidders (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive GIDA of the benefits of free and open competition.
 - 3 "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
 - 4 "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

- 5 “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.
- b. will reject the Proposal for award if it determines that the bidder has engaged in corrupt or fraudulent activities in competing for the contract in question;
- c. will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for and in executing the contract.

3.4 Dispute Resolution and Arbitration

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

3.5 Termination

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

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

3.6 Force Majeure

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

3.7 Intellectual Property Rights

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

3.8 Limitation of liability

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

4 Preparation and Submission of Proposal

4.1 Language of proposal

- The Proposal with all accompanying documents and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP document. No supporting document or printed literature shall be submitted with the Proposals unless specifically asked for and in case of any of these documents are in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposals, the translation in English shall prevail.

4.2 Format and signing of proposal

- The Bidders shall provide all the information sought under this RFP document. GIDA would evaluate only those Proposals that are received in the specified formats and complete in all respects.
- Bidders bidding for this RFP shall submit an Eligibility Documents, Technical Proposal and a Financial Proposal in three separate envelopes and these should then be put in one single envelope with the following clearly written across- Selection of “Consultant for Environmental Impact Assessment (EIA) study and obtaining ENVIRONMENT CLEARANCES (EC) from competent authority for proposed 7.5 MLD Common Effluent Treatment Plant at Industrial Area in GIDA,” Gorakhpur. The proposal should include:

a. Eligibility Documents

- Cover letter in the prescribed format set out in Annexure-1 on bidder’s letterhead.
- Documents as proof against Pre-qualification Criteria
- Power of Attorney in the prescribed format set out in Annexure-2.
- EMD of INR Rs 50,000/- in the form of NEFT /RTGS.
- Bid document fee of Rs 10,000/-in the form of NEFT/ RTGS.

b. Technical Proposal

- The Technical proposal envelope should have the following written- “Technical Proposal” which should be clearly labelled on the top of the sealed envelope. The Technical Proposal should contain among other, the following:
 - i. Technical Bid Form (Annexure-4) containing details of the bidder/ Consultant
 - ii. Documents as proof against Technical Evaluation Criteria
 - iii. Project proposal clearly indicating how the bidder would achieve the deliverables as mentioned in Scope of Work of this Tender
 - iv. The name and qualification of the resources that would be engaged in the project, clearly indicating his/ her experience and domain knowledge.

c. Financial Proposal

Financial proposal as per the format set out Annexure-5 of this RFP document

- A separate envelope containing the Commercial Proposal should be submitted with the following clearly written on the envelope- “Financial Proposal”. The Commercial quote should not be mentioned anywhere else in the bid document.
- The Tender should be signed on all the pages by the Bidder’s authorised signatory and should be affixed with the bidder’s Seal.
- Undertaking for Financial Proposal in the prescribed format set out in Annexure-3
- Filled in formats of Annexure-5: Financial Proposal
- The representative participating in the bid opening process should carry a letter of authorisation on the company letter head.

4.3 Technical Proposal

- The Bidders shall submit the Technical Proposal in the formats specified in Annexure-4 (The “Technical Proposal”).
- While submitting the Technical Proposal, the Bidder shall, in particular, ensure that:
 - i. Experience details of the Key Personnel have been submitted in the formats specified in this RFP document;
 - ii. CVs of all Key Personnel have been submitted;
 - iii. Key Personnel have been proposed only if they meet the Eligibility Conditions laid down at Clause 5.3 of this RFP document;
 - iv. No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
 - v. The CVs have been recently signed in blue/black ink by the respective Key Personnel and countersigned by the Authorized Representative of the Bidder. Photocopy or unsigned / countersigned CVs shall be rejected; and
- Failure to comply with the requirements spelt out in this RFP document shall make the Proposal liable to be rejected.
- If an individual Key Personnel makes an averment regarding his/her qualification, experience or other particulars and it turns out to be false, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be debarred for any future assignment of GIDA for a period of 5 (five) years. The award of this Consultancy to the Bidder may also be liable to cancellation in such an event.
- The Technical Proposal shall not include any financial information relating to the financial Proposal.
- The proposed team shall be composed of personnel as specified in the Key Personnel in Clause 5.3 shall be included in the proposed team of Personnel. Other competent and experienced personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each Personnel should also be submitted in the format at Format 3 of Annexure-4.
- GIDA reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP document. Failure of GIDA to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the GIDA thereunder.

4.4 Financial Proposal

- The Bidders shall quote the fixed amounts that shall be payable by GIDA in the format specified in Annexure-5, in both figures and words, in Indian Rupees, and signed by the Bidders authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall be taken into account.
- GIDA will determine whether the Financial Proposal is complete, qualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price.
- While submitting the Financial Proposal, the Bidder shall ensure the following:
 - a. All the costs associated with the Consultancy shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel, accommodation, air fare, equipment, printing of documents and all other expenses related to the performance of the Consultancy. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
 - b. The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the

costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.

- c. The bidder shall submit the breakdown of remuneration/ professional fees as per Format 2 of Annexure-5.
- d. Costs shall be expressed in INR.

4.5 Submission of Proposal

- The bidder should submit their proposal in both soft copy and hard copy.
- Bidders should send soft copy of their proposal to tenders.gida@gmail.com up on or before due_date and time as mentioned in the Data Sheet.
- The completed proposal (hard copy) must be submitted through either by Speed post/ courier or in person on or before the specified time on Proposal due date at the address mentioned below:

**Senior Manager, Civil,
Gorakhpur Industrial Development Authority (GIDA)
Sec.-7, GIDA Gorakhpur-273212**

- The Proposal will be sealed in an outer envelope which will bear the address of GIDA, name of the Assignment and the name and address of the Bidder; It shall bear on top, the following:
“Do not open, except in presence of the Authorized Person”
- If the envelope is not sealed and marked as instructed above, GIDA assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted.
- The aforesaid outer envelope will contain 3 (three) separate sealed envelopes, clearly marked ‘Eligibility Document’, ‘Technical Proposal’ and ‘Financial Proposal’.
- The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialled by the person or persons signing the Proposal.
- Proposals submitted by fax, telex, telegram shall not be entertained.
- The Proposal shall be made in the formats specified in this RFP document. Any attachment to such formats must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents.

4.6 Late Proposals

- Proposals received by GIDA after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

5 Evaluation Process

GIDA shall open the Proposals at 17:00 Hours on the Proposal Due Date 15.03.2021, at the place specified in Data Sheet and in the presence of the Bidders who choose to attend. Only the bidders fulfilling the Pre-qualification Criteria are allowed to further participate in this tender. The envelopes marked “Eligibility Document” and “Technical Proposal” shall be opened first. The envelopes marked “Financial Proposal” shall be kept sealed for opening at a later date.

5.1 Evaluation of technical proposal:

- The Technical Proposal will be evaluated on the basis of Bidders experience, understanding of TOR, proposed methodology, work plan and the experience of Key Personnel. Any Bidder who’s Technical Proposal scores less than 70 marks out of 100 shall be liable to be rejected, and the other Technical Proposals shall be ranked from highest to the lowest on the basis of their technical score.
- Weighted Technical mark (MT) will be given based on the evaluation of the Technical Bid submitted by the eligible bidder as per the Evaluation Criteria mentioned in the RFP.
- An actual technical mark below 70 shall disqualify the bid as technically non-responsive. Financial Proposal of only technically responsive bidders shall be opened.

$$\text{Weighted Technical Mark (M}_T\text{)} = \frac{\text{Bidders Actual score}}{\text{Highest technical score}} \times 100$$

5.2 Technical evaluation criteria

The eligible bidders shall be evaluated based on the following criteria and technical marks shall be awarded to the bidders:

Evaluation Parameter	Evaluation criteria	Maximum marks
1. Firms relevant experience		30 Marks
Relevant consultancy experience in similar activities as per RFP document	The bidder shall have completed minimum 2 (Two) projects excluding work done in UP of similar kind related EIA & EC.	Maximum -25 Marks <ul style="list-style-type: none"> • Minimum 2 projects- 15 Marks • Above 2 Projects- 5 Marks for each
	The bidder shall have completed minimum 1 (One) projects of similar kind related EIA & EC in UP.	Maximum -05 Marks <ul style="list-style-type: none"> • Minimum 1 projects- 05 Marks
2. Financial Strength Related		15 Marks
Turnover of the firm	The bidder shall have minimum INR 2 (Two) Crore average Annual Turnover during the last 3 financial year ending (2017-18, 2018-19 and 2019-20).	<ul style="list-style-type: none"> • INR 2 Crores to less than 3 Crores – 5 Marks • INR 3 Crores to less than 4 Crores – 10 Marks • INR 4 Crores and above – 15 Marks
3. Approach and Methodology		35
a.	Approach & Methodology and concept note	25
b.	Work Plan & Timeline	10
4. Experience of key personnel proposed (Elaborated in key resource profile in the next table)		20
Total		100

5.3 Eligibility of Key Resources

For the purposes of evaluation of CVs of Key Personnel, the maximum marks assigned to each Key Personnel are as set out in the table below

Sl. No	Personnel	Qualifications	Experience	Marks
1	Team Lead	Post-Graduate in Environmental Studies	He should have experience of at least 15 years and led at least 02 CETP/STP/ETP/Industrial Area EIA/ EC and similar projects obtaining environment clearance of any Government Department/ Semi Government. Department. /Development Authority/PPP Project Developer	7
2	Technical Associate-1 Environment	Bachelor's Degree in Environmental Studies	Should have minimum 5 years of experience and executed least 01 CETP/STP/ETP/Industrial Area EIA/ EC and similar projects obtaining environment clearance of any Government Department/ Semi Government. Department. /Development Authority/PPP Project Developer	3
3	Technical Associate-2 Environment	Bachelor's Degree in Environmental Studies	Should have minimum 3 years of experience and executed least 01 CETP/STP/ETP/Industrial Area EIA/ EC and similar projects obtaining environment clearance of any Government Department/ Semi Government. Department. /Development Authority/PPP Project Developer	3
4	Legal Associate- 1	Bachelor's Degree in Law and should have Legal Practisers Licence	Should have minimum 5 years of experience and executed least 01 CETP/STP/ETP/Industrial Area EIA/ EC and similar projects obtaining environment clearance of any Government Department/ Semi Government. Department. /Development Authority/PPP Project Developer	3
5	Social Expert- 1	Bachelor's Degree in sociology and equivalent	Should have minimum 5 years of experience and executed least 01 CETP/STP/ETP/Industrial Area EIA/ EC and similar projects obtaining environment clearance of any Government Department/ Semi Government. Department. /Development Authority/PPP Project Developer	4

Supporting staff as require shall be made available by the selected agency

5.4 Evaluation of financial proposal:

- For financial evaluation, the total cost indicated in the Financial Bid excluding all Taxes will be considered.
- The Lowest financial bid will be allotted a financial mark of 100 marks. The financial marks of other Bidder(s) will be computed by measuring the respective financial bids against the lowest financial bid.

$$\text{Weighted Technical Mark (M}_F\text{)} = \frac{\text{Lowest Financial bid Amount}}{\text{Bidder's actual bid amount}} \times 100$$

5.5 Combined and Final Evaluation:

- The composite mark is a weighted average of the Technical and Financial Marks. The ratio of Technical and Financial mark is 70:30 respectively. The Composite Mark will be derived using the following formula:

$$\text{Composite Mark} = (MT \times 0.7 + MF \times 0.3)$$

- Thus, the composite mark shall be out of a maximum of 100 marks. The responsive Bidder(s) will be ranked in descending order according to the composite marks, which is calculated based on the above formula. The highest-ranking Bidder as per the composite mark will be selected in this tender.

5.6 Deliverables, Project Timeline & Payment Schedules:

Deliverables and payment schedules shall be as follows:

Sl. No.	Activities/ Deliverables	Time Period (T0 date of signing of contract)	Amount (% of total project cost)
1.	Submission and approval of Feasibility Report	T0 + 30 days	10 %
2.	Conducting of Public consultation and submitting the report to appraisal committee	T0+ 90 days	15 %
3.	Submission of Draft EIA and EMP incorporating comments and submission of reports as per approved TOR to the appraisal committee.	T0 + 120 days	25%
4.	On Obtaining Environment Clearance	T0 +150 days	30%
5.	On Obtaining CTE (Consent to Establish) from competent authority	T0 + 180 days	20 %

All the document, drawings as per the deliverables described above should be submitted both in hard copies (5) sets and in soft copies (.pdf).

5.7 Other conditions of payment

- No separate TA/DA would be payable in addition to Consultancy fee.
- The TDS and other taxes as applicable under the law would be deducted by the Client from the amount payable as Consultancy fee.
- In case of delay in the conduct of consultancy services within the time fixed or in the event of repudiation of the contract, the Client reserves the right to recover liquidated damages, including administrative expenses, for breach of contract, a sum equivalent to 0.5% (half percent) of total contractual value, which the Consultant has failed to deliver within the period fixed for delivery for each week or part thereof during which delivery is in arrears subject to an overall ceiling of 10% of the total contract price.
- The successful bidder will have to provide a Performance Guarantee for 10% of the Consultancy fee at the time of signing the Contract Agreement as per the following details:
 - The guarantee is to be valid upto one year from date of approval of getting EIA/EC.
 - This shall have to be furnished by the Consultant within 15 days from the date of issue of a letter accepting the offer of the assignment.
 - The performance guarantee shall be submitted in the prescribed form (Appendix-6) from any scheduled commercial bank appearing in the second schedule of RBI incorporated in India.
 - The Performance Guarantee Bond and/or any amendment thereto shall be executed on a stamped paper of requisite money value in accordance with Indian laws.
 - No other form of Guarantee shall be acceptable.

6 Annexures

Annexure-1: Cover letter of proposal

Cover Letter of proposal

Dated:

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

Subject: RFP for Selection of Consultant “Environmental Impact Assessment (EIA) study and obtaining ENVIRONMENT CLEARANCES (EC) from competent authority for proposed 7.5 MLD Common Effluent Treatment Plant at Industrial Area in GIDA,” Gorakhpur, Uttar Pradesh.

Dear Sir,

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

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

cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

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

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

Yours faithfully,

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder

Annexure-2: Power of Attorney

(On Stamp paper of relevant value)

Know all men by these presents, We.....(name and address of the registered office) do hereby irrevocably nominate, constitute, appoint and authorise Mr /Ms.....(name and residential address) who is presently employed with us and holding the position of as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to our Proposal for selection of consultant "Environmental Impact Assessment (EIA) study and obtaining ENVIRONMENT CLEARANCES (EC) from competent authority for proposed 7.5 MLD Common Effluent Treatment Plant at Industrial Area in GIDA," Gorakhpur, Uttar Pradesh.at Gorakhpur Industrial Development Authority and providing information/responses to GIDA in all matters in connection with our Proposal.

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

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

For

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

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date :

Note:

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

Annexure-3 Undertaking for Fixed Budget Financial Proposal

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

Subject: RFP for selection “Environmental Impact Assessment (EIA) study and obtaining ENVIRONMENT CLEARANCES (EC) from competent authority for proposed 7.5 MLD Common Effluent Treatment Plant at Industrial Area in GIDA,” Gorakhpur, Uttar Pradesh.

Dear Sir,

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

Yours faithfully,

Date: _____ (Signature of the Authorised signatory)
Place: _____ (Name and designation of the of the Authorised signatory)

Name and seal of Bidder

Annexure-4: Technical Bid Formats

Format-1: General Information about bidder

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

Format-1 A: General Information about Consortium Partner

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

Format 2: Proposed team

Sl.No	Name	Proposed Position	Qualification	Experience

Format 3: CV of Proposed Resources

1.	Proposed Position			
2.	Name of Firm:			
3.	Name of Staff:			
4.	Date of Birth			
5.	Nationality			
6.	Education			
	Name of Institution	Degree(s) or Diploma(s) obtained:	Date	
7.	Membership in Professional Associations/ Trainings attended			
8.	Countries of Work Experience:			
9.	Languages			
	Language	Reading	Speaking	Writing
10.	Employment Record:			
	Total years of experience	8 years		
	FROM:	TO:		
	EMPLOYER			
	POSITION/S HELD:			
11.	Work Undertaken that Best Illustrates Capacity to Handle the Tasks Assigned			
1.	Name of assignment or project:			
	Year:			
	Location:			
	Client:			
	Position/s held:			
	Activities performed:			
	➤			
2.	Name of assignment or project:			
	Year:			
	Location:			
	Client:			
	Position/s held:			
	Activities performed:			
	➤			
12	I understand that above mentioned information is true to my knowledge.			
				Signature

Format 4: Firm's project experience

Assignment name:		Country:
Location within country:		Professional staff provided:
Name of client:		No of staff members:
Address:		No of staff months: Duration of Assignment:
Start Date:	Completion Date:	Approx. value of services:
Name of associated consultants, if any:		No of months of professional staff provided by associated:
Name of senior staff (Project Director / Coordinator, Team Leader) involved and functions performed:		
Narrative description of project:		

Format 5: Financial strength of the firm/ agency

Financial strength of the firm/agency

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

Dated:

Signature of the authorized signatory

Name

Designation

Counter signed

By auditor

Annexure-5: Financial Proposal

Format 1: Cover letter

Cover Letter - Financial Proposal

(On Bidders letter head)

(Date and Reference)

To,

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

Dear Sir,

Subject: "Environmental Impact Assessment (EIA) study and obtaining Environment Clearances (EC) from competent authority for proposed 7.5 MLD Common Effluent Treatment Plant at Industrial Area in GIDA," Gorakhpur, Uttar Pradesh.

We, _____ (Bidder's name) herewith enclose the Financial Proposal for selection of our firm for the consultancy services cited in the subject above. We agree that this offer shall remain valid for a period of 180 (One hundred and eighty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)

Format 2: Summary of financial Proposal

Item No.	Description	Amount (INR)
A.	PERSONNEL & LOCAL COSTS	
I	Remuneration for Professional Personnel (inclusive of all personnel allowances)	
II	Remuneration of Support Personnel (Inclusive of all personnel allowances)	
III	Survey Cost	
IV	Office Rent.	
V	Office Consumables like Utilities and Communication etc.	
VI	Office Furniture and Equipment (Rental)	
VII	Reports and Document Printing.	
VIII	Road Show Expense	
IX	Training & Knowledge Transfer cost.	
X	On site expenses	
XI	Miscellaneous Expenses.	
	Sub-total Personnel & Local Costs(A)	
B	GST	
C	TOTAL (including taxes) (A+B) (in Rs.) In Indian Rupees in figures & in words:	

Signature of Authorized Signatory
Name of the Firm

Annexure-6: Financial Proposal

Form for Performance Guarantee

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

Ref.: Bank Guarantee: _____ Date: _____

Sir,

In consideration of Gorakhpur Industrial Development Authority GIDA (hereinafter referred as the 'Client', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s _____ (hereinafter referred to as the 'Consultant' which expression shall unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Client's Contract Agreement No. dated _____ and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at Rs. (in words and figures) for conducting EIA study and obtaining Environment Clearances for Proposed Common Effluent Treatment Plant CETP. (hereinafter called the 'Contract') and the Client having agreed to make payment to the Consultant for performance of the above Contract as per the contract for consultancy service against Bank Guarantee to be furnished by the Consultant as security for the performance of the Consultant's obligation and/ or discharge of the Consultant's liabilities under / and/or in connection with the said contract.

We (Name of Bank) having its Head Office at _____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand in writing all amounts demanded by the Client with reference to this guarantee/undertaking to the extent of Rs. _____ aforesaid at any time (upto 10% of the contract amount) without any demur, reservation, contest, recourse or protest and/or without any reference to the Consultant. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee. And the Bank hereby further agrees as follows:

1. This Guarantee/Undertaking shall be a continuing Guarantee/Undertaking and shall remain valid and irrevocable for all claims of the Client and liabilities of the Consultant arising upto and until 12 months from the date of the approval of the [Environment Clearance] on consultancy services provided by the Consultant provided that the Bank shall upon the written request of the Client made within in 6 (six) months of the said date extend this Guarantee/Undertaking by a further 6 (six) months from the said date, within which the Client may make a demand hereunder.

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2. This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that the Client may now or at any time have in relation to the Consultant's