

**MINISTRY OF HEALTH AND FAMILY WELFARE
NEW DELHI**

**Tender for
APPOINTMENT OF EIA CONSULTANT**

FOR

**Conducting EIA Study and getting EIA Clearance from
Concerned Authorities for the Setting up of New AIIMS at
Kalyani, West Bengal**



HSCC (INDIA) LTD

(CONSULTANTS & ENGINEERS FOR MEGA HOSPITALS & LABORATORIES)

E-6(A), Sector-1, NOIDA(U.P) 201301 (India)

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Tender No. HSCC/AIIMS/Kalyani/EIA/2017

MINISTRY OF HEALTH AND FAMILY WELFARE

NEW DELHI

Date: 17.06.2017

NOTICE INVITING TENDER

Bids are invited by HSCC(I) Ltd., as executing agency on behalf of Ministry of Health and Family Welfare, Government of India, New Delhi from interested consultants enlisted with Quality council of India for the following works:

Name & description of work	Completion period of work	Estimated Cost	Bid Security (in Rs.)	Sale of Tender	Date of Submission & Opening
Tender No - HSCC/AIIMS/Guntur/EIA/2017:- Appointment of EIA Consultant for conducting EIA Study and getting EIA Clearance from Concerned Authorities for the work for setting up of New AIIMS at Guntur (Andhra Pradesh) for Plot area of 150 acres(approx) including data collection to the entire satisfaction of the competent authority.	02 Calendar Months	7 Lakhs	14,000/-	19.06.2017 to 03.07.2017 up to 13:00 hrs	03.07.2017 up to 14:30 hrs & Opening at 15:00 hrs.
Tender No - HSCC/AIIMS/Kalyani/EIA/2017:- Appointment of EIA Consultant for conducting EIA Study and getting EIA Clearance from Concerned Authorities for the work for setting up of New AIIMS at Kalyani (West Bengal) for Plot area of 170 acres(approx) including data collection to the entire satisfaction of the competent authority.	02 Calendar Months	7 Lakhs	14,000/-	19.06.2017 to 03.07.2017 up to 13:00 hrs	03.07.2017 up to 14:30 hrs & Opening at 15:00 hrs.

For more details in regards to eligibility, bid security, purchase and submission of tender document, please refer detail advertisement and tender documents made available at HSCC website www.hsccltd.co.in.

Prospective bidders are advised to regularly scan through HSCC web site as corrigendum/amendments etc., if any, will be notified on the HSCC web site and separate advertisement will not be made for this.

DGM (Struc), HSCC (I) Ltd

Conducting EIA Study and getting EIA Clearance from Concerned Authorities for the Setting up of New AIIMS at Kalyani, West Bengal

Dated: 17.06.2017

NOTICE INVITING TENDER – Detailed

Bids are invited by HSCC (India) Ltd., as executing agency for and on behalf of Ministry of Health and Family Welfare, New Delhi from the interested consultants enlisted with Quality Council of India (QCI) to carry out Environmental Impact Assessment study and getting Environmental Impact Assessment clearance from concerned authority for Setting up of New AIIMS at Kalyani, West Bengal.

Details are as follows:

Name & description of work	Completion period of work	Estimated cost (Rs.)	Bid Security (in Rs.)	Sale of Tender	Date of Submission & opening
Tender No - HSCC/AIIMS /Guntur/EIA/2017:- Appointment of EIA Consultant for conducting EIA Study and getting EIA Clearance from Concerned Authorities for the work for setting up of New AIIMS at Guntur (Andhra Pradesh) for Plot area of 150 acres (approx) includes data collection to the entire satisfaction of the competent authority.	02 Calendar Months	7 Lakhs	14,000/-	19.06.2017 to 03.07.2017 up to 13:00 hrs	03.07.2017 up to 14:30 hrs & Opening at 15:00 hrs
Tender No - HSCC/AIIMS/ Kalyani/EIA/2017:- Appointment of EIA Consultant for conducting EIA Study and getting EIA Clearance from Concerned Authorities for the work for setting up of New AIIMS at Kalyani (West Bengal) for Plot area of 170 acres (approx) includes data collection to the entire satisfaction of the competent authority.	02 Calendar Months	7 Lakhs	14,000/-	19.06.2017 to 03.07.2017 up to 13:00 hrs	03.07.2017 up to 14:30 hrs & Opening at 15:00 hrs

Complete set of tender documents has been made available only at HSCC website www.hsccltd.co.in interested applicants may download the same.

The interested agencies/firms may download the tender documents from HSCC websites www.hsccltd.co.in and submit complete set of tender documents including bid security along with the tender document fee of Rs. 1000/- through demand draft/Pay order in favor of HSCC (India) Ltd. payable at Noida. It will be the responsibility of applicants/firms to ensure that complete tender documents has been downloaded.

The bidders are required to submit complete in all respect along with requisite amount of bid security & Tender fee in favor of HSCC (India) Ltd Payable at Noida, with the office of “**Dy. General Manager (Struc), HSCC (India) Ltd., Plot no. E-6(A), Sector-1, Noida (U.P.) Pin-201301**”, on or before due date and time as mentioned above for opening of bid either by registered post or by hand, failing which the bid will be declared non-responsive.

HSCC reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever.

Interested bidders are requested to regularly scan through HSCC website to announcement / clarifications /addendum/ corrigendum if any will be notified on the company website and separate advertisement will not be made for it.

Cost of tender form is Rs.1000/- (Rs. One Thousand Only).

In case of last date of received of tender is declared /happened to be a public holiday; the tender will be received on the next working day.

Conditional tenders and tenders not filled in figure and words are liable to be rejected.

The bids shall be valid for 180 days from the last date of submission.

Dy. General Manager (Struc)

HSCC (India) Ltd.

HSCC (INDIA) LIMITED
E-6A, BLOCK-E, SECTOR-1, NOIDA

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HSCC (INDIA) LIMITED

Plot No. 6(A), Block-E, Sector-1, Noida

Phone: - 0120 2542436-440; Fax: - 0120 2542447

INSTRUCTIONS TO BIDDERS

1. Applications are invited for appointment as Consultant from the reputed consultants enlisted with NABET/Quality Council of India (QCI) having experience to carry out Environmental Impact Assessment study and getting Environmental Impact Assessment clearance of Building and large construction Projects including shopping malls, multiplexes, commercial complexes, housing estates, hospitals, medical college institutions etc to carry out EIA Study and getting clearance from all concerned authorities involved for the purpose and to meet the requirement of other local authorities to start the Building Construction Works by getting No Objection Certificate (NOC) related to Environment Aspects from Authorities like State pollution Control Board/ Centre Pollution Control Board as applicable.
2. The bidder is advised to inspect and examine the site and its surrounding and to satisfy themselves before submitting their tenders as to the nature of the ground and subsoil (so far as is practicable) the form and nature of the site to obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender.
3. The tender for the works shall remain open for acceptance for a period of 180 days from the date of submission of tenders. If any bidder withdraws his tender before the said period or makes any modification in the terms and conditions of the tender which are not acceptable, then the accepting authority shall without prejudice to any other right or remedy be at liberty to forfeit entire amount of the earnest money as aforesaid absolutely.
4. This notice inviting tender shall form a part of the contract document. The successful tender/consultant on the acceptance of his tender by the Accepting authority shall sign the contract within 15 days from the stipulated date of start of the work.
5. The consultant shall comply with provision of the prevalent ESI & EPF Act, Services tax Act.
6. The firm/consultant shall attend to the observation raised by the state PCB/Central PCB/MOEF.
7. All testing charges for environmental impact assessment study shall be paid by the consultant.
8. The bids shall include formats as per Annexure I to IV duly filled up.

9. Applications containing false and /or incomplete information are liable to be rejected.
10. Prospective bidders are advised to regularly scan through HSCC website as corrigendum/amendments etc. if any, will be notified on the company's website and separate advertisement will not be made for it.
11. Complete set of bid documents will be made available only at HSCC website **www.hsccltd.co.in** from **19/06/2017 to 03/07/2017 up to 13:00 hrs**, interested applicants may download the same.

Cost of tender form is Rs.1000/- (Rs. One Thousand Only) in the form of Demand Draft / Pay Order issued from a Nationalized/ Scheduled Bank in favour of HSCC (India) Ltd. payable at Noida may be enclosed with the offer.

The last date of submission of bid is 03/07/2017 up to 14:30hrs. The bids shall be opened on the same day at 15:00 hrs.

12. *Bid security Amount is of Rs.14,000/- (Rs. Fourteen Thousand only) in the form of Demand Draft / Pay Order issued from a Nationalized/ Scheduled Bank in favour of "HSCC (India) Ltd". payable at Noida shall be enclosed with the offer.*
13. The EMD of all other unsuccessful agencies shall be refunded within one month of finalization of appointment of EIA consultant.
14. A contact person shall be assigned to respond to any query. Detail of contact person to be given as under.
 - i. Name of Contact Person : _____
 - ii. Designation : _____
 - iii. Address : _____
 - iv. Contact Tel. No. : _____
 - v. Fax No. : _____
 - vi. Email address : _____
15. The EIA agencies shall quote their rates without any condition. The conditional offers are liable to be rejected.
16. The Lump sump Consultancy charges quoted shall remain firm throughout the validity of contract. The consultancy charges should include cost of material, labour, tools and equipments, transport charges, all taxes, royalties, octroi etc. payable on all transactions for the due performance of work under this contract.
17. Income tax shall be deducted from Agency's bill as per Government of India norms.

INSTRUCTION FOR SUBMISSION OF APPLICATIONS

ENVELOPE-I

Shall contain

- Tender document fee of Rs 1000/- in form of Demand Draft/Pay order issued from a Nationalized/ Scheduled Bank in favor of **HSCC (India) Ltd. payable at Noida** should be enclosed with the offer..
- Document duly signed and stamped.
- Bid security Amount is of Rs.14,000/- (Rs. Fourteen Thousand only) in the form of Demand Draft / Pay Order issued from a Nationalized/ Scheduled Bank in favor of **HSCC (India) Ltd. payable at Noida** should be enclosed with the offer.

ENVELOPE-II

Shall contain

- All Annexure **except** Annexure-III (Price Bid) duly filled in, signed and stamped and credentials of agency/documentary proof in support wherever required.

ENVELOPE-III

Shall contain

- Price bid as per format provided in Annexure-III.

These envelopes I to III should be sealed in IVth envelope and should be delivered by hand or by registered post/speed post/courier on or before the last date and time of submission to Dy. General Manager (Struc), HSCC (India) Ltd. E-6(A), Sector-I, Noida-201301, Uttar Pradesh.

The bids shall be valid for 180 days from the last date of submission.

The last date of submission of applications is 03/07/2017 up to 2:30 PM.

INTRODUCTION

Construction of New AIIMS at Kalyani, West Bengal is consist of facilities as proposed below:

- i. Hospital
- ii. AYUSH
- iii. OPD & diagnostics
- iv. Logistics
- v. Library and Admin
- vi. Shared and Nursing Labs
- vii. Nursing Offices
- viii. Medical College Labs
- ix. Medical College Offices
- x. Skills training Centre
- xi. Student Commons
- xii. Research Block
- xiii. Animal House
- xiv. Auditorium
- xv. U.G.Hostel (Male)
- xvi. U.G.Hostel (Female)
- xvii. P.G.Hostel (Male)
- xviii. P.G.Hostel (Female)
- xix. P.G.Hostel (Married)
- xx. Nursing Hostel 1
- xxi. Nursing Hostel 2
- xxii. Quarter Type-II
- xxiii. Quarter Type-III
- xxiv. Quarter Type-IV
- xxv. Quarter Type-V
- xxvi. Director's Bungalow
- xxvii. U.G Hostel Amenities
- xxviii. P.G Hostel Amenities
- xxix. Nursing Hostel Amenities
- xxx. Dharamshala
- xxxi. Guest House, Faculty Club, Scholar/Transit Housing
- xxxii. Fire Station
- xxxiii. Market Place Amenities
- xxxiv. Main Utility Block
- xxxv. Any other facilities/buildings which are not mentioned above but required for construction of subject project.

1. SCOPE OF SERVICES

Environmental Consultant will provide the following services:

- i. To conduct EIA Study and getting EIA Clearance from Concerned Authorities for the Setting up of New AIIMS at Kalyani, West Bengal including the data collection complete to the entire satisfaction of the competent authority.

Approximate - Area

Total Plot Area 170 acres with Built-up Area 2,64,000 sqm approximately .

(The area given above is tentative and change in area up to any extent will not have any impact on the quoted rate.)

- ii. Collection and Analysis of requisite site data.
- iii. Preparation and submission of reports and documents as required by concerned authorities.
- iv. Necessary follow up with concerned authorities.
- v. Getting clearance from all concerned authorities involved for the purpose and to meet the requirement of other local authorities to start the Building Construction Works by getting No Objection Certificate (NOC) related to Environment Aspects from Authorities like State pollution Control Board/ Central Pollution Control Board.
- vi. The scope of work as envisaged for the EIA study is detailed in the terms of reference (TOR) for EIA study in Annexure-III.
- vii. The EIA Consultant will meet the requirements of Ministry of Environment and Forests (MOEF) within the existing scope of work.

2. OBLIGATIONS OF EIA CONSULTANT

The proposal shall be based on Gazette notification vide S.O No. 801 (E) on 7th July, 2004 and the provision contained in new EIA Notification, 2006 which was issued by the Union Ministry of Environment and Forest on 14.06.2006 and amended on 01.12.2009 and up to date amendment if any.

The data required for preparation of report shall be collected by the consultant.

EIA Consultant shall exercise all reasonable skills, care and diligence in the performance of the services under the agreement and within the agreed time schedule.

EIA Consultant shall carry out all its responsibilities in accordance with recognized professional standards and shall be responsible for the items as per scope of services in all aspects. EIA Consultant shall act as a faithful advisor to the Client in so far as any of duties are concerned, acts with fairness safeguarding legitimate interests of the Client.

3. OBLIGATIONS OF CLIENT

It is expected that the following facilities would be provided free of cost by the HSCC to EIA Consultant and its associate team for carrying out the required services.

- i. All relevant records, project reports, maps, data and other technical material for study. In case maps and other technical material is required to be prepared that will be undertaken by EIA Consultant.
- ii. Necessary instruction letters and other assistance, if required shall be extended to EIA Consultant and its associates for additional data / information from other agencies /departments in connection with this work.

4. INFORMATION REQUIRED FOR PREQUALIFICATION

Bid submitted shall include the following information:

- (i). Copy of the accreditation /Registration from NABET/QCI (Quality Council of India) and the Firm/Consultant/Agency must be accredited in Sector 38, covering Building & Construction Projects.
- (ii). Experience of having successfully completed similar EIA Study (Building and Large Construction Projects) during last seven years ending last day of month previous to the one in which applications are invited, should be either of the following;
 - a) One similar completed works of Environmental Impact Assessment study in India consisting not less than the amount equal to 80% of estimated cost.

Or

- b) Two similar completed works of Environmental Impact Assessment study in India area consisting not less than the amount equal to 50% of estimated cost.

Or

- c) Three similar completed works of Environmental Impact Assessment study in India area consisting not less than the amount equal to 40% of estimated cost.
- (iii) One similar work of Medical College/Hospital Project of Environmental Impact Assessment study in India consisting built-up area of not less than 40% of 2,64,000.00Sqm (1,05,600.00 Sqm).
- (iv) Proof of average annual gross turnover of last three financial year 2013-14, 2014-15, 2015-16 should not be less than 30% of estimated Cost. The firm should not have incurred any loss in more than two years during last three years ending on 2015-16. The year in which no turnover is shown, would be considered for working out the average.
- (v) Proof of having valid enlistment with NABET/Quality Council of India, New Delhi
- (vi) Facilities for computer /Printer/Data Collecting Equipment/Requisite Software available with the Consultant.

All bidders should submit the proof of works executed as above.

The estimated cost of the work of Environmental Impact Assessment Study is Rs. 7.00 (Seven Lakhs only).

5. SUBMITTALS

- i. Plan of Approach & Methodology including scoping matrix for conducting EIA Study
- ii. List of manpower proposed to be deployed with bio-data of Key members.
- iii. Photocopy of Service Tax No. , Valid PAN No. (As & When Applicable) and valid enlistment with NABET/QCI.
- iv. The Agency should also submit copy of partnership deed if any and power of attorney duly notarized and counter signed by the agencies at the time of application.
- v. Proof of annual gross financial turnover

- vi. In case of individual/ Partnership firm, income Tax Return for the last three years. In case of company, copy of Balance Sheet for last three years with CA Certification & his membership no.

6. TIME SCHEDULE

The following time schedule has been envisaged to carry out the EIA:

- Stage-1** Draft submission of form 1, 1A (as applicable) to be completed within 15 days from the date of issue of order to take up the study.
- Stage-2** All Survey Work (field work) to be completed within one month from the date of issue of order to take up the study.
- Stage-3** Draft EIA Report & Presentation shall be furnished within one and half month from the date of order to take up the study.
- Stage-4** Final EIA Report shall be submitted within 15 days of receipts of comments on the Draft EIA Report & On obtaining final approval letter from Ministry of Environment and Forest, Govt. of India/ State pollution control board/competent approval authority.

EIA Consultant will obtain Environmental clearance from State Pollution Control Board and Ministry of Environment & Forests within two months from the date of order to take up the study.

If EIA Consultant fails to complete all items of work(s) in respect of any of the sub-group and /or work as a whole as the case may be and specified in scope of work before the expiry of the period (s) of completion as stipulated in the aforesaid schedule, or any extended period (not due to the fault of EIA consultant) as may be allowed, he shall without prejudice to any other right or remedy of the Client on account of such default, pay as compensation not by way of penalty on incomplete work value of contract, 1.5% per month of delay to be computed as per day basis, provided that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of contract value. The amount of compensation may be adjusted/ set off against any sum payable to the EIA Consultant under this contract.

EIA Consultant shall exercise all reasonable skills, care and diligence in the performance of the services under the agreement and within the agreed time schedule. EIA Consultant shall carry out all its responsibilities in accordance with recognized professional standards and shall be responsible for the items as per scope of services in all aspects, EIA Consultant shall act as a faithful

advisor to the Client in so far as any of duties, are concerned, act with fairness safeguarding legitimate interests of the Client.

7. BID VALIDITY

The bids shall remain valid and open for acceptance for a period of 180 days from the last date of submission of bids.

8. CONSULTANCY CHARGES AND TERMS OF PAYMENT

The EIA Consultant shall quote their consultancy charges for carrying out the EIA study as per Annexure-III. The consultancy charges shall include service tax at the applicable rates as per Government of India norms and all other levies, taxes, duties etc.

The Consultancy charges shall be payable to EIA Consultant for entire services listed under scope of services.

The **terms of payment** shall be as follows:

S.N.	Milestones	%age of Consultancy charges
1.	On completion of stage-1.	10
2.	On completion of stage-2.	10
3.	On completion of stage-3.	10
4.	On completion of stage-4.	10
5.	On obtaining final approval letter from Ministry of Environment & Forests, Govt. of India/state pollution control board/ competent approval authority.	60
	Total	100

Security deposit @ 5% should be deducted from every running bill which shall be released after the completion of the work.

Note: The payment shall be released on the submission of the bill by the firm / Consultant giving details of the activities completed at the relevant stage.

9. INDEMINIFICATION BY EIA CONSULTANT

EIA Consultant shall indemnify the Client against all actions, suits claims, demands brought or made against in respect of anything done or committed the consultants and its staff in discharging its obligations and responsibilities under this contract.

10. SETTLEMENT OF DISPUTES

All disputes that may arise between the parties in connection with this contract shall be attempted to be resolved amicably and through mutual considerations. That in event of the dispute /differences are not resolved amicably, all such disputes shall be referred to a sole Arbitrator to be appointed by Ministry of Health and Family Welfare, New Delhi. The arbitration proceedings shall be governed by the provisions of The Arbitration and Conciliation Act 1996. The seat of arbitration shall be New Delhi. The award passed by Arbitrator shall be final and binding between the parties. The language of Arbitration shall be English.

11. APPLICABLE LAW

This contract its meaning, interpretation and the relationship between the parties shall be governed by laws of India

12. JURISDICTION OF COURTS

This contract is deemed to be concluded at Delhi and only court in this place shall have jurisdiction to entertain the dispute between the parties arising out of or in relation to this contract.

13. FORCE MAJEURE

For the purpose of and within scope of the contract by way of indication and not of limitation, the term "Force majeure" as employed herein shall mean acts of God, lockout or other industrial disturbances, acts of public enemy war, blockades, insurrection, riot, epidemics, landslides, earthquakes, storm, lightning, floods, wash - outs, civil disturbances, explosions and any other similar events not within the control of either party and which by exercise of due care and diligence neither party is able to prevent or overcome.

Either party affected by 'force majeure' should without delay inform in writing the other party of the beginning and cessation of the said circumstances. HSCC may grant an extension of completion time for the services in the event of occurrence of force majeure – condition and reasons beyond the control of EIA Consultant.

In the event of the occurrence of force majeure- condition, both parties have the right to terminate the contract.

14. ABANDONMENT OF WORK:

If the consultant abandon the work for any reason whatsoever or become incapacitated from acting as Consultant as aforesaid, the accepting authority may make full use of all or any of the documents/drawings prepared by the Consultant and that the Consultant shall be payable to the consultant under this agreement. Provided, however, that in the event of termination of the being under proper notice, the consultant shall be liable only to refund any excess payment made to them over and above what is due to them in accordance with the terms of this agreement, for the services performed by them till the date of termination of the agreement.

15. DETERMINATION OR RECESSION OF AGREEMENT:

The accepting authority, without any prejudice to its rights the consultant in respect of any delay, by notice in writing absolutely determines the 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 receiver or a manager on behalf of a creator is appointed or if circumstances arise which entitle the court or creditor to appoint a receiver or a manager which entitles the court to make winding order.
- ii. If the Consultant commit breach of any of the terms of the agreement or when the Consultant have made themselves liable for under any of the clauses aforesaid, the MoH&FW/HSCC shall have powers:
 - a) To determine or rescind the agreement.
 - b) To engage another Consultant to carry out the balance work debiting the consultants the excess amount, if any, so spent by the MoH&FW/HSCC in the completion of the work assigned to the consultant.

16. FORFEITURE OF EARNEST MONEY:

- i. If consultant withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the department, then the MoH&FW/HSCC shall, without prejudice to any other right or remedy, be at liberty to forfeit entire amount of the earnest money absolutely.

- ii. In case the Consultant fails to commence the work specified in the tender documents on the 15th day or such time period as mentioned in letter of award, after the date on which the Engineer-in-charge issues written orders to commence the work, or from the date of handing over of site, whichever is later, the MoH&FW/HSCC shall, without prejudice to any other right or remedy, be at liberty to forfeit whole the earnest money absolutely.
- iii. If only a part of the work as shown in the tender is awarded, and the Consultant does not commence the work, the amount of the earnest money to forfeit to the accepting authority should be worked out with reference to the estimated cost of the work so awarded.

In case of forfeiture of earnest money as prescribed in (i) to (iii) above, the consultant shall not be allowed to participate in the retendering process of the work.

17. GENERAL:

- i. The consultant shall be fully responsible for the technical soundness of the work including that of specialist engaged by them and also to ensure that the work is carried out generally in accordance with requirements of MoE& F.
- ii. The accepting authority may have the work supervised and inspected at any time by any officer nominated by it who shall be at liberty to examine the records, reports of the Consultant.
- iii. The appointment of the accepting of the accepting authority's own supervisory staff does not absolve the consultant of their responsibility.

18. General force majeure clause shall be applicable to this contract which includes only natural calamities.

19. FINAL OUTPUT

Draft EIA Report Three Copies

Site Collection Data Three Copies

(The EIA Consultant shall submit a monthly report to HSCC)

Draft EIA Report Three Copies

Photograph of site during data Three Copies

(Adequate no. of photographs shall be taken during data collection to establish reliability of Data)

Final EIA Report Three Copies

- 20.** The Consultant shall attend the meetings in HSCC/Client office /approval authority/ CPCB offices/ State pollution control board office.

The EIA consultant will submit site collection data program/approval authority/ State pollution control board schedule in advance in HSCC.

Any Additional Study recommended by DPCC /MOEF to obtain NOC from them shall be considered within the scope of services to be provided by the EIA Consultant and no extra payment shall be made.

- 21.** EIA consultant is required to engage/deploy expert consultant of area/ field required. In case such experts are not engaged/the same shall be engaged by HSCC at the cost of EIA Consultant.

TERMS OF REFERENCE FOR EIA STUDY

The proposed Terms of Reference (TOR) for EIA study are as follows

1. INTRODUCTION

The present study shall cover the impacts on water quality, noise, air quality, flora, fauna, waste disposal etc. The study will cover collection of baseline data, prediction of impacts due to various activities and formulation of Environmental Management Plan (EMP) for amelioration of adverse impacts.

2. STUDY AREA

The study area for the EIA shall be the area within 10 Km (Min.) radius of the proposed project site at the centre.

3. DATA COLLECTION

The description of environmental setting or baseline environmental status is an integral part of an EIA study. As a part of the study the data on various aspects shall be collected which are required to obtain EIA Clearance from Ministry of Environment & Forests.

The various parameters for which data shall be collected are classified as below:-

- Ecological aspects
- Physico-chemical parameters
- Socio-economic aspects
- Any other data required for EIA as per guidelines of Ministry of Environment & Forests.
- Traffic study of Surrounding area and impact on environment and getting the information of upcoming transport plan which includes expansion/widening of National Highway etc.
- Expert Impact on landscape/horticulture scheme.
- Experts from all areas like Traffic/ Landscape/ Environmental etc. shall be made available for attending various EIA meetings.

- Study/ monitoring of air, noise and water quality in line using Study/ Report Conducted by pollution Control Board Authority.

3.1 Ecological Aspects

Forests

An assessment of the study area shall be made and information on the following aspects will be collected:

- Major vegetative patterns
- Forest cover in the area
- Inventory of flora and fauna found in the areas.
- Presence of rare/endangered/threatened species, if any.
- Presence of economically important plant species.

Wildlife

The information on fauna of the area to be collected from various secondary source for the following aspects.

- Inventory of major wildlife species including avi-fauna.
- List of rare and endangered species reported in the study area, if any.

Fisheries

The data on following aspects be collected from various secondary sources.

- Types of fishes, endemic/exotic, annual yield, etc.
- Pisci-culture as being practiced in area

3.2 Physico-chemical parameters

Meteorology

The data on meteorological aspects is proposed to be obtained for the nearest meteorological station of the India Meteorological Department (IMD), located within or near the study area.

The data for the following aspects shall be collected.

Rainfall

- Average (monthly, annual)
- Maximum (monthly, annual)
- Minimum (monthly, annual)

Temperature

- Average (monthly)
- Maximum and minimum (monthly)

Humidity

- Averages(monthly)
- Maximum and minimum (monthly)

Ground Water

The data on water table (bgl), ground water quality, ground water abstraction, etc. for the project area will be collected from the concerned offices of Central Ground Water Board and State Ground Water Board. The findings of the geotechnical survey being conducted at the site as a part of DPR shall also be appropriately utilized.

Ambient Air Quality

As part of EIA study, Ambient Air Quality Monitoring will be carried out at four locations in the study area and the monitoring shall be done for twice a week for 12 consecutive weeks for once during the field studies. The parameters to be monitored and PM₁₀, PM_{2.5}, SO₂ and NO₂

Water Quality

A detailed water quality monitoring programme shall be done once during the field studies and surface water and ground water samples will be collected

from various locations in the study area including project area, if available Standard methods of sampling and testing of physical and chemical parameters (IS:1620:1961 and IS:3025:1964) shall be used. The monitoring shall be done for one season only.

The parameters to be analyzed shall be:

- Hardness
- DO
- pH
- Electrical Conductivity
- Total Dissolved Solids
- Chlorides
- Sulphates
- Fluorides
- Calcium
- Magnesium
- Sodium
- Potassium
- Chromium
- Lead
- Cadmium
- Total Coliform

Soil

Soil quality at various locations within the study area of Proposed Setting up of New AIIMS at Kalyani (West Bengal) will be monitored by collecting and analysis of soil samples. In addition, findings of the soil survey being conducted as a part of the Geotechnical investigations for the project site shall also be appropriately utilized.

Noise

Hourly noise level readings shall be taken at 10 locations in the project area including study area using Noise Meter. Based on the hourly reading equivalent noise levels shall be estimated.

Land Use Pattern

Land use pattern for the study area shall be derived through remotely sensed data. It is proposed to procure IRS-IC/ID LISS-III satellite data for assessing the land use pattern. Ground truth studies will be conducted for verification of various signals, based on which supervised classification shall be done to develop the land use pattern of the study area.

3.3 Socio-economic aspects

The analysis of demographic profile, literacy rate, percentage of classified workers, residential houses, villages, towns etc. in the study area would be carried out with help of available secondary data.

In addition to above, the following information shall also be collected from secondary sources.

- Major industries within the study area
- Presence of sensitive places/ archaeological and historical monuments tourist sites etc. within the study area.
- Public health data related to various water borne and vector-borne diseases in the project as well as study area.

4. PREDICTION OF IMPACTS

As a part of study, the impacts on various facets of environment will be assessed through mathematical modeling, visual interpretation, overlay techniques etc.

The following impacts are proposed to be covered as a part of the EIA study:

- Impacts due to project construction
- Impacts during project operation phase.

The impacts covered during project construction phase are listed as below:

- Water pollution due to disposal of untreated sewage from the labour camps
- Impacts due to setting of labour camps, work shop, storage of construction material
- Increased soil erosion from construction sites
- Impacts on ambient air quality due to various construction activities
- Increased noise levels

The impacts likely to accrue during project operation phase are listed as below:

- Impacts due to generation and disposal of bio-medical waste categorized as below :
 - » Category – 1 : Human Anatomical Waste
 - » Category – 2 : Animal Waste
 - » Category – 3 : Microbiology & Biotechnology Waste
 - » Category – 4 : Waste Sharps
 - » Category – 5 : Discarded Medicines and Cytotoxic drugs

- » Category – 6 : Soiled Wastes
 - » Category – 7 : Solid Wastes
 - » Category – 8 : Liquid Wastes
 - » Category – 9 : Incineration Ash
 - » Category – 10 : Chemical Waste
- Impacts on ambient air quality due to incineration, autoclaving etc.
 - Impacts on ambient noise and air quality due to increased vehicular movement in project operation phase.
 - Impact on vegetation, flora and fauna
 - Impacts on aquatic ecology
 - Impact on public health
 - Impacts due to water abstraction for the project
 - Impacts on socio-economic aspects.
 - Impacts due to acquisition of land belonging to various ownership categories
 - Increased employment potential during project operation phase

5. ENVIRONMENTAL MANAGEMENT PLAN

The Environmental Management Plan (EMP) shall include recommendations as a result of impact assessment phase so as to ameliorate the anticipated adverse impacts on various facets of environment. The estimation of cost for implementation of various measures including the identification of implementing agency shall be done as a part of the EIA study. Some of the aspects for which management measures shall be suggested are given as below:

- Reclamation of areas disturbed during construction
- Measures to treat and dispose various categories of hospital waste generated during operation phase as per the norms outlined in Bio-Medical Waste (Management and Handling Rules 1998)

- Measures to control air pollution due to proposed activities/operation, especially due to incineration during project operation phases.
- Greenbelt development and identification of floral species which can be planted in and around the project.
- Measures to control noise pollution and mitigate adverse impact on workers and habitat during project construction and operation phase.
- Estimation of cost required of implementation of control measures.

NOTE :- Any study, analysis, data collection, presentation, documentation etc. required to obtain clearance from State Pollution Control Board / Ministry of Environment & Forests, Government of India will be part of TOR without any extra cost. However, no deduction shall be made for any study/ action which are not required to obtain the EIA clearance but stated above.

UNDERTAKING

I/ We have read and understood the instructions and the terms and conditions contained in the appointment of EIA consultant document. I/We do hereby declare that the information furnished in application and in the supplementary formats at Annexure II to IV is correct to the best of my /our knowledge and belief.

Signature of Applicant

Name (Block letter)

Complete Postal Address:

& Contact No.

Place:

Date:

Seal of Office

I/We have read the various items and conditions and the same are acceptable to me/us.

Signature of Applicant

Name (Block letter)

Complete Postal Address:
& Contact No.

Place:

Date:

Seal of Office

HARDWARE AND SOFTWARE CAPABILITIES

S. No.	Particulars of Hardware device and authorized Software detail	Quantity	Remarks

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PRICE BID**CONSULTANT FEE FOR EIA STUDY**

The Consultancy charges shall be payable to EIA Consultant for entire services listed under scope of services.

S. No.	Scope of Services
1.	Environmental Impact Assessment study, preparation of Executive Summary, EIA study reports for submission to State PCB., Centre PCB & Ministry of Environment & Forest & arranging Environmental Clearance.
2.	Collection and Analysis of requisite site data
3.	Preparation and submission of reports and documents required to concerned authorities,
4.	Preparation of Presentation and attend various EIA meetings and site visits till the environmental clearances by competent authorities,
5.	Necessary follow up with concerned authorities,
6.	Getting clearance from all concerned authorities involved for the purpose and to meet the requirement of other local authorities to start the Building Construction Works by getting No Objection Certificate related to Environment Aspects from Authorities like Municipal Corporation, State pollution Control Board, UAC etc.
7.	The scope of work as envisaged for the EIA study is detailed in the terms of reference (TOR) for EIA study.
8.	The EIA Consultant will meet the requirements of Ministry of Environment and Forests (MOEF) within the existing scope of work.

9.	Attending meetings in HSCC Office/ Client Office/ EIA approving Authority Office.	
Total Consultancy charges include GST/services tax at the application rates as per govt. of India norms and all other levies, taxes, duties etc. (In figures) (in Rs.)		
Total Consultancy charges include GST/services tax at the application rates as per govt. of India norms and all other levies, taxes, duties etc. (In Words) (in Rs.)		

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FORMAT FOR SUBMISSION OF EXPERIENCE

SN	Project Name	Name of Client	Type of work	Detail of other works involvement if any	Project duration of EIA work

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ADDITIONAL CONDITIONS

1. For the purpose of similar work means the work of Consultancy for Environmental Impact Assessment Study of Building & Large Construction Projects.
2. Agreement shall be drawn with the successful tender on prescribed tender form. Bidders shall quote their rates as per various terms and condition of the said form which will form part of the agreement.
3. The time allowed for carrying out the work will be 2 months from the date of written order to commence the work.
4. The site for the work is available
5. Complete set of tender documents has been made available only at HSCC website www.hsccltd.co.in interested applicants may download the same and submit complete set of tender documents including bid security along with the tender document fee of Rs. 1000/-(non refundable) through demand draft/Pay order in favor of HSCC (India) Ltd. payable at Noida. It will be the responsibility of applicants/firms to ensure that complete tender documents has been downloaded
6. Tenders, which should always be placed in sealed envelope, with the name of work and due date written on the envelope, will be received by accepting authority and will be opened by him or his authorized representative in his office on the same day.
7. The tender shall be accompanied by earnest money of 14,000/- in shape of Demand Draft/Pay order/Deposited at call receipt of a Schedule Bank issued in favour of M/s HSCC India Limited, E-6(A), Sector-1, Noida-201301, U.P. No interest will be paid on the earnest money.
8. The Tender and the earnest money shall be placed in separate sealed envelopes each marked "Tender" and "Earnest Money" respectively. Both the envelopes shall be submitted together in another sealed envelope. The envelope marked "Tender" of only those tenders shall be opened, whose earnest money placed in the other envelope is found to be in order.
9. The description of the work is as follows: Appointment of Environmental Impact Assessment consultant enlisted with quality council of India for

Conducting Environmental Impact Assessment Study and getting Environmental Impact Assessment Clearance from Concerned Authorities for Setting up of New AIIMS at Kalyani (Plot area 170 acres with builtup area 2.64 Lakh Sqm approx.) including data collection to the entire satisfaction of the competent authority.

Copies of other drawing and documents pertaining to the works will be open for inspection by the bidder at the office of the above mentioned officer.

Bidder are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub soil (so far as is practicable) the form and nature of the site, the means of access to the site accommodation they may require and in general shall themselves obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect their tender. A tender shall be deemed to have full knowledge of the site whether he inspects if or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own costs all materials, tool and plants, water, electricity access, facilities for workers and all other services required for execution the work unless otherwise specially provided for in the contract document. Submission of a tender by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work to be done and conditions and rates at which stores, tools and plant etc will be issued to him by the MoH&FW/HSCC and any other local conditions and other factors having a bearing on execution of the work.

10. The competent authority does not bind himself to accept the lowest or any other tender and reserves to himself the authority to reject any or all the tenders received without the assignment of a reason. All tenders, in which any of the prescribed conditions are not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
11. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the consultant who resort to canvassing will be liable to rejection.

12. The competent authority reserves to himself the right of accepting the whole or any part of the tender and the bidders shall be bound to perform the same at the rate quoted.
13. The consultant shall not be permitted to tender for work in the M/s HSCC (responsible for award and execution of contracts) in which his near relative is posted in HSCC. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any Group A & B officer in the HSCC's Engineering Department. Any breach of this condition by the contractor would render him liable to debar for further tendering in the HSCC for at least 5 years.
14. No Engineer or other employee in Engineer or Administrative duties in Engineering Department of the MoH&FW/HSCC is allowed to work as contractor for a period of two year after his retirement from MoH&FW/HSCC's service without the previous permission of the competent authority in writing. This contract is liable to be cancelled in either the contractor or any of his employees is found at any time to be such a person who had no obtained the permission to the competent authority as aforesaid before submission of the tender or engagement in the contractor's service.
15. The tender for the works shall remain open for acceptance for a period of 180 days from the date of opening of tenders. If any bidder withdraws his tender before said period or makes any modification in the terms and conditions of the tender which are not acceptable to the department, then the MoH&FW/HSCC shall, without prejudice to any other right or remedy be at liberty to forfeit entire amount of the said earnest money as aforesaid.
16. This notice inviting tender shall form a part of contract document. The successful tender/Consultant, or an acceptance of his tender by the Accepting Authority, shall within 15 days from the stipulated date of the work sign the contract consisting of:
 - The notice inviting tender, all the document including additional conditions specifications and drawing, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

17. No price preference to any corporate society /registered society, Govt. Public Sector undertaking/bodies shall be given and tenders shall be exclusive dealt with on merit.
18. The contractor shall comply with the provision of the Apprentices Act 1961, minimum wages Act 1948 workmen's compensation Act 1923, contract labour (regulation and Abolition Act 1970) payment of wages Act 1938, Employer's liability Act 1938, Maternity benefits Act 1961 and the Industrial disputes Act 1947 as applicable and the rules and regulation issued there under and by the local Administration / Authorities from time to time as well all provision of law applicable to workmen. Failure to do so shall amount to breach of the contract and the Engineer-in –charge may at his discretion terminate the contract. The contractor shall also be liable for any pecuniary liability arising on account of violation by him of any of the said Act and shall indemnify the MoH&FW/HSCC on the account MoH&FW/HSCC will not be liable for any act or omission on the part of contractor in so far as any violation of any of the aforementioned act.
19. Each bidder shall submit only one tender either by him or as partners in a joint venture. A bidder who submits or participates in more than one tender will be disqualified.
20. Unless otherwise stated, the contract shall be for the whole work as described in the “schedule of items of works” and the drawings. The Consultant shall be bound to complete the whole work as described in the schedule of items of works and the drawings, including additional items, if any as per drawings and instructions. The issuance of certificate of completion as issued by the M/s HSCC shall be mandatory and will be conclusive proof of completion of work.
21. Interpretations corrections and changes to the tender document shall be made by addendum if required.
22. Each Bidder shall ascertain prior to submitting his tender that he has received all addenda issued and he shall so acknowledge their receipt in his tender.
23. Following documents shall accompany the tenders:
 - i. Demand draft/Deposit at call receipt from a schedule bank towards earnest money.
 - ii. Income tax clearance certificate
 - iii. Registration certificate of the Firms or Company as the case may be

- iv. Power of attorney.
- 24. The provision in the Tender document shall govern over the contents of the paragraph if in contradiction or variation.
- 25. The consultant shall comply with the provision of ESI act 1984 or updated.
- 26. The rates shall be inclusive all revision/proposed required till the finalization of jobs, compliance of all environmental requirements to be submitted to the competent authority in respect of the environmental clearance to the entire satisfaction of the Engineer-in-Charge.
- 27. Any error or mistakes in the nomenclature, unit can be corrected at any stage.
- 28. The firms/consultant shall be required to sign the contract agreement within 15 days of the intimation of the acceptance of the tender to him. Failure on their part to do so may result in invalidation of the contract and forfeiture of earnest money.
- 29. Firm/Consultant shall depute only competent, qualified and sufficiently experienced personnel to perform the correctly and efficiently.
- 30. Firm/Consultant will provide required copies of properly bound document any reports as required under Environment Act for submission to State pollution control Board, Central pollution control board and MoEF for obtaining Environmental Clearance including extra copies required to be sent to the members. The agency will also provide all reports in soft copy.
- 31. Two final copies of the reports shall be submitted to Ministry of Health and Family Welfare, New Delhi & HSCC for record.
- 32. The firm/consultant shall depute its representative for arranging presentation during the public hearing, in the office of State Pollution Control Committee, SEIAA and Paryavaran Bhawan, New Delhi etc. for obtaining the Environmental Clearance. Nothing extra on this account shall be paid to the firm/consultant.
- 33. The reports should be complete in all respect, the firm/consultant shall attend to the observation raised by State Pollution Control Board and MOEF within 10 days and will be responsible for obtaining the environmental clearance of the project.

34. All the documents created out of the assignment will become the sole property of the MoH&FW/HSCC.
35. All Government application fee as required shall be paid by the MoH&FW/HSCC.
36. All testing charges for Environmental Impact Assessment study from NABF lab shall be paid by the consultant.
37. Total build up area may be distributed in number of blocks and may vary to any extent.

TERMS AND CONDITIONS:

The consultant shall be responsible for the retendering the following services

1. The proposal shall be based on Gazette notification vide S.O. No.801(E) on 7th July, 2004 and the provision continued in new EIA Notification, 2006 which was issued by the Union Ministry of Environment and Forest on 14.06.2006 and amended on 01.12.2009 and up to date amendment if any.
2. The consultant shall render every assistance, guidance and advise in general to the accepting authority on any matter concerning the technical aspects of the consultancy.
3. The data required for preparation of the report shall be collected by Consultant.
4. The professional fees of the Consultant shall also be inclusive of cost of all visits to the site or elsewhere meeting and making suitable presentations, till the Environmental Clearance is accorded by competent authority.
5. The income tax deduction shall be made at source by the department (as per the Government of India norms).
6. Security Deposit:

An amount equivalent to 5%(five percent) of bill amount shall be deducted from each bill of Consultant till a Security deposit equivalent to 5% of agreed fee is reached for fulfilling the terms and condition of contract faithfully and

honestly. The security deposit shall be refunded after receipt of environment clearance from the competent authority.

7. Copy Rights:

The consultant shall give full copy right to the MoH&FW/HSCC for use of design and drawings prepared by him and that of other consultants and their associates engaged by him and for which payment has been made to him by the M/s HSCC.

8. Changes in the constitution of the firm:

The consultant shall promptly notify the MoH&FW/HSCC of any change in the constitution of their firm. It shall be open to the MoH&FW/HSCC to terminate this agreement on the death, retirement, insanity or insolvency of any person being partner in the firm, or on the addition or introduction of a new partner without prior approval in writing of MoH&FW/HSCC. In the absence of and until its termination by the MoH&FW/HSCC as aforesaid, this agreement shall continue to be in full force and effect during the execution of the project w.e.f. the date of signing of this agreement notwithstanding any change in partners or the addition or introduction of new partner. In case of any death or retirement the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of all the terms and conditions of the agreement.

9. Time Schedule:

- a) Time limit is 2 (two) months from the date of order to get the environment clearance from competent authority.
- b) The consultant shall not be responsible for delays which result from the acts of omission of the MoH&FW/HSCC, any person or entity over whom the consultant do not omission of the MoH&FW/HSCC, any person or entity over whom the Consultant do not exercise direct control, including any contractor, or to force major civil disturbance, war, labour disputes, fire or any other cause beyond the Consultant Control. The time schedule shall be adjusted accordingly in the event of any such delay.

10. Completion of Work:

The time allowed for carrying out the work as specified in clause-9 shall be strictly observed by the consultant and shall be deemed to be of the essence of the contract on the part of the Consultant. The work shall throughout the

stipulated period of the contract be preceded with all due diligence as per time schedule laid under clause-9 above and subsequently notified by the MoH&FW/HSCC. In the event of any delay on the part of the consultant, the consultant shall pay as compensation an amount equal to 1.5% per month of delay to be computed as per day basis that the work remains unfinished after the specified date and for failure to comply with obligations and duties assigned to him under this agreement subject to a maximum of 10% of total fee of the work involved.

11. Abandonment of Work:

If the consultant abandon the work for any reason whatsoever or become incapacitated from acting as Consultant as aforesaid, the MoH&FW/HSCC may make full use of all or any of the drawings prepared by the consultant and that the consultant shall be liable to pay such damages as may be assessed by the Accepting Authority subject to maximum of 10% of total fee payable to the consultant under this agreement.

Provided, however, that in the event of termination of the agreement being under proper notice as provided in the clause-10 of the agreement the consultant shall be liable only to refund any excess payment made to them over and above what is due to them in accordance with the terms of this agreement, for the service performed by them till the date of termination of the agreement.

12. Termination:

This agreement may be terminated at any time by either party on giving two months notice to the other and in the event of such termination; the consultant shall be liable to refund the excess payment if any made to them over and above what is due in terms of the drawings/details prepared by the Consultant.

