

Tender for

Consultancy Services for getting Revised Environmental Clearance (EC) and Consent to Establish from Concerned Authorities for Construction of Satellite Centre of PGIMER Chandigarh at Sangrur (Punjab).

Tender No. HSCC/D&E/PGIMER/EC/2023



HSCC (INDIA) LTD

(A subsidiary of NBCC (I) Ltd)

(A Government of India Enterprise)

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

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NOTICE INVITING TENDER

HSCC (INDIA) LIMITED
NOTICE INVITING TENDER

HSCC (India) Limited on behalf of PGIMER Chandigarh invites bids for the Work "Consultancy Services for getting Revised Environmental Clearance (EC) and Consent to Establish from Concerned Authorities for Construction of Satellite Centre of PGIMER Chandigarh at Sangrur (Punjab)".

Tenders are available from 13.04.2023 & Last date of Bid submission shall be 28.04.2023 up to 12:30 Hrs. Please refer detailed NIT available at HSCC website www.hsccltd.co.in and CPP portal. Corrigendum/Amendment to this tender, if any, would appear only on said websites.

Consultancy Services for getting Revised Environmental Clearance (EC) and Consent to Establish (CTE) from Concerned Authorities for Construction of Satellite Centre of PGIMER Chandigarh at Sangrur (Punjab).

Consultancy Services for getting Environmental Clearance (EC) and Consent to Establish (CTE) from Concerned Authorities for Construction of Satellite Centre of PGIMER Chandigarh at Sangrur (Punjab).

Tender No: HSCC/D&E/PGIMER/EC/2023

Dated: 13.04.2023

NOTICE INVITING TENDER – Detailed

HSCC (India) Limited on behalf of PGIMER Chandigarh invites bids from the eligible consultants for the Work “Consultancy Services for getting Revised Environmental Clearance and Consent to Establish from Concerned Authorities for Construction of Satellite Centre of PGIMER Chandigarh at Sangrur (Punjab)”.

Details are as follows:

Name & description of work	Completion period	Estimated cost (Rs.)	Tender Fee/Bid Security (in Rs.)	Sale of Tender	Date of Submission & opening
Consultancy Services for getting Revised Environmental Clearance and Consent to Establish from Concerned Authorities for Construction of Satellite Centre of PGIMER Chandigarh at Sangrur (Punjab).	05 Calendar Months	4,90,000/-	Tender Fee of Rs.2,500/- + GST@18% and EMD of Rs.9,800/-	13.04.2023 to 28.04.2023 up to 12:00 hrs	28.04.2023 up to 12:30 hrs & Opening at 15:00 hrs on 28.04.2023

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

The interested agencies/firms may download the tender documents from HSCC website www.hsccltd.co.in & CPP Portal and submit complete set of tender documents including bid security of Rs.9,800/- along with the non refundable tender document fee of Rs. 2,500/- + GST @ 18% i.e Rs. 2,950/- 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 and amendment, if any has been downloaded.

The above documents should be submitted to the office of “Deputy General Manager (Civil Structures), HSCC (India) Ltd., Plot no. E-6(A), Sector-1, Noida (U.P) Pin – 201301”, before date and time fixed for submission of bid either by registered post or by hand failing which the bid will be declared non-responsive.

The Firms/Consultants registered as MSEs under Ministry of Micro, Small & Medium Enterprises should submit required documents/proofs to avail the benefit of exemption from payment of Tender Fee and Bid Security. Duly certified relevant registration certificates to be

Consultancy Services for getting Revised Environmental Clearance (EC) and Consent to Establish (CTE) from Concerned Authorities for Construction of Satellite Centre of PGIMER Chandigarh at Sangrur (Punjab).

submitted.

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 & CPP Portal for announcement / clarifications /addendum/ corrigendum if any will be notified on the company website and separate advertisement will not be made for it.

In case of date of opening 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

HSCC (India) Ltd.

Definitions

1. **“BID/Tender”** shall mean documents issued by HSCC (India) Limited to the prospective Bidder. The word **“Tender”** is synonymous with **“Bid”**.
2. **“Bid Validity”** shall mean the period for which the Bids shall remain valid.
3. **“Bidder”** shall mean the party participating in the Tendering process pursuant to and in accordance with the terms of this document. The word **“Tenderer”** is synonymous with **“Bidder”**.
4. **“Contract Agreement”** shall mean the agreement to be signed between the Successful Tenderer and the competent authority of HSCC (India) Limited/ their authorized representative.
5. **“Engineer in Charge” (EIC)** means the Engineer Officer as authorized by HSCC (India) Limited.
6. **“HSCC (India) Limited”/“HSCC”** shall mean HSCC (India) Limited, having its corporate office at E-6(A), Sector 1, Noida – 201 301 appointed by PGIMER Chandigarh as an Executing Agency for the project.
7. **“Letter of Award”** shall mean the letter issued by the HSCC (India) Limited to the Successful Tenderer inviting him to sign the Contract Agreement.
8. **“Project/Work”** shall mean “Consultancy Services for getting Revised Environmental Clearance (EC) and Consent to Establish (CTE) from Concerned Authorities for “Construction of Satellite Centre of PGIMER Chandigarh at Sangrur (Punjab)”.
9. **“Site”** shall mean the place where the works under the Project are to be carried out and the details of which are provided in this document.
10. **“Successful Tenderer”** shall mean the Tenderer declared technically and financially successful for the Project and with whom, the Contract Agreement shall be signed.
11. **“Similar Works”** as defined in eligibility criteria.
12. **“Executing Agency”** means HSCC (India) Limited as Executing Agency of PGIMER Chandigarh.
13. **Owner/Client/Principal Employer/Employer** shall mean Post Graduate Institute of Medical Education & Research Chandigarh.
14. **“Accepting Authority”** means Officer as authorized by HSCC (India) Limited.

INSTRUCTIONS TO BIDDERS

1. 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/surroundings of the site to obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender.
2. This notice inviting tender shall form a part of the contract document. The successful tender/consultant on the acceptance of tender by the accepting authority shall sign the contract within 15 days from issue of Letter of Award.
3. The Technical bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of firms qualifying the technical bid shall be communicated to them at a later date.
4. The consultant shall comply with provision of the prevalent ESI & EPF Act, Services tax/GST Act as applicable.
5. The firm/consultant shall attend to the observation raised by the state PCB/Central PCB/MOEF or any authority as applicable.
6. All testing charges for environmental impact assessment study and compliances of TOR shall be borne by the consultant.
7. Applications containing false and /or incomplete information are liable to be rejected.
8. 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 : _____
9. The EIA agencies shall quote their rates without any condition. The conditional offers are liable to be rejected.
10. The Lumpsum 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, GST etc. payable on all transactions for the due performance of work under this contract.
11. Income tax shall be deducted from Agency's bill as per Government of India norms.

Consultancy Services for getting Revised Environmental Clearance (EC) and Consent to Establish (CTE) from Concerned Authorities for Construction of Satellite Centre of PGIMER Chandigarh at Sangrur (Punjab).

12. Bidder shall visit Head Office of Executing Agency/Site Office/Client Office to collect necessary documents required for obtaining Environmental Clearance and Consent to Established as instructed by Engineer-in-charge.

13. The bids shall include formats as per Annexure I to III duly filled up.

INSTRUCTIONS FOR SUBMISSION OF BID/TENDER

ENVELOPE-I

Shall contain

1. Tender Document duly signed by authorized signatory and stamped.
2. 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 as mentioned below.
 - (a) Tender document fee of Rs. 2500/- + GST @ 18% i.e Rs. 2,950/- (Rupees Two Thousand Nine Hundred and Fifty Only)
 - (b) Bid security Amount is of Rs.9,800/- (Rupees Nine Thousand Eight Hundred only)

*** The Firms/Consultants registered as MSEs under Ministry of Micro, Small & Medium Enterprises should submit required documents/proofs to avail the benefit of exemption from payment of Tender Fee and Bid Security under Sr. No (2). Duly certified relevant registration certificates to be submitted.**

ENVELOPE-II

Shall contain following documents duly filling in, signed and stamped

1. Annexures I & III
2. All documents/proofs required for Prequalification
3. Photocopy of GST No., Valid PAN No.

ENVELOPE-III

Shall contain

1. Price bid as per format provided in Annexure-II.

Duly sealed 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 (Civil Structures), HSCC (India) Ltd. E-6(A), Sector-I, Noida-201301, Uttar Pradesh.

PREQUALIFICATION CRITERIA

Firms who fulfil the following requirements shall be eligible to apply

- i. Should have 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 works during the last 7 years ending previous day of last date of submission of tenders

Three similar completed works, each costing not less than the amount equal to 40% of estimated cost put to tender,

or

Two similar completed works, each costing not less than the amount equal to 60% of the estimated cost put to tender

or

One similar completed work of aggregate cost not less than the amount equal to 80% of the estimated cost.

Similar work shall mean getting Environmental Clearance of Building & Large Construction Projects from Statutory/Govt. Bodies/Concerned Authorities.

The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to previous day of last day of submission of tenders.

The past experience of similar nature of work should be supported by completion certificate(s) issued by the concerned organisation. In case the work experience is of Private sector, the completion certificate shall be supported with copies of Letter of Award, Agreement, Bill of Quantities, Certified Copy of Bills and copies of Corresponding TDS Certificates. Value of work will be considered commensurate with the value of TDS Certificates.

The past experience of similar nature of work should be in the name of the bidder and not in the name of parent company/group company/subsidiary company etc. Past experience as part of Joint Venture/Consortium/SPV etc. shall also not be considered.

- iii. Average annual financial turnover should be at least 50% of the estimated cost put to tender during the immediate last three consecutive financial years ending 31st March 2022.

The value of annual turnover figures shall be brought to the level of the last Financial Year asked in the tender by enhancing the actual turnover figures at a simple rate of 7% per annum.

The requisite Turnover shall be duly certified by a Chartered Accountant with his Seal/ signatures and registration number. Year in which no turnover is shown would also be considered for working out the average. In case a Company/Firm is less than 3 years old, then the average turnover shall be calculated taking the turnover

for the year for which no data is provided as zero. The bidders are required to upload and submit relevant pages of summarised Balance Sheet (Audited) for last three years.

The turnover of the bidder on a standalone basis only shall be considered. The turnover of parent company/group company/subsidiaries or Consolidated Turnover shall not be considered.

- iv. The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheet ending 31st March 2022 (balance sheet in case of private/public limited company means its standalone financial statement and consolidated financial statement both), duly audited by the Chartered Accountant.

The Profit & Loss Statement of parent company/group company/subsidiaries shall not be considered.

The bidders are required to upload and submit relevant pages of summarised Profit & Loss Account (Audited) for last five years

- v. Should have successfully completed Similar Work of any value during last seven years ending last day of month previous to the one in which applications are invited in the Indian state of Punjab.
- vi. Net Worth of the company/firm as on last day of preceding financial year i.e 31st March 2022, should be positive.

Project Description

Environmental Consultant will provide the following services:

Environmental Consultant shall Obtain Revised Environmental Clearance and Consent to Establish from Concerned Authorities for Construction of Satellite Centre of PGIMER Chandigarh at Sangrur (Punjab).

Environmental clearance for above said project was already obtained for an area of 46,168.14 Sqm vide Environmental Clearance Letter No. SEIAA/2015/7482 dated 26.11.2015. However, constructed area is increased further by 8,163.87 Sqm.

Accordingly, revised environmental clearance and Consent to Establish shall be obtained for the revised area i.e 54,332.01 Sqm.

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

Scope of Services

Stage - I

- i. Preparation & Submission of Proposal (form 1, 1A & Conceptual Plan) to SEIAA
- ii. Circulation of proposal & shortening reply (if any) and ToR Presentation to SEAC/SEIAA

Stage - II

- i. Baseline Study for air, soil, ground water, surface water and noise within study area for 1 season (3 months) and providing lab reports from MoEF and NABL approved Laboratory
- ii. Preparation and Submission of EIA/EMP report including damage assessment plan & natural resources & community augmentation plan
- iii. Circulation of EIA Report & Final Presentation to SEAC/SEIAA
- iv. Circulation of all documents submitted to SEAC & Final presentation to SEIAA
- v. Reply to the Queries, if any raised by SEAC/SEIAA

Stage – III

- i. Obtaining Revised Environmental Clearance from SEIAA

Stage – IV

- i. Obtaining Consent to Establishment from Concerned Authority

GENERAL CONDITIONS OF CONTRACT (GCC)

1. 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 upto 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 Executive Agency in so far as any of duties are concerned, acts with fairness safeguarding legitimate interests of the Executive Agency.

2. OBLIGATIONS OF EXECUTIVE AGENCY

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, drawings/maps, data and other technical material for study. In case drawings/maps and other technical details/document 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.

3. TIME SCHEDULE/PAYMENT TERMS

- i. The EIA Consultant shall quote their consultancy charges for obtaining Environmental Clearance and Consent to Establish as per Annexure-II. The consultancy charges shall include GST at the applicable rates as per Government of India norms and all other levies, taxes, duties etc.
- ii. The Consultancy charges shall be payable to EIA Consultant for entire services listed under scope of services.

Stage	Time Schedule	Percent of Consultancy charges
Stage - I	Within 01 month from date of award of work.	10
Stage - II	Within 04 months from date of award of work.	15
Stage - III	-	60
Stage - IV	Within 01 months from date of completion of Stage-III	15

- iii. Security Deposit @ 2.5% 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.

- iv. 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, consultant 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.
- v. 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 Executive Agency/Client in so far as any of duties, are concerned, act with fairness safeguarding legitimate interests of the Executive Agency/Client.

4. 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.

5. INDEMINIFICATION BY EIA CONSULTANT

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

6. 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 PGIMER Chandigarh. 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.

7. APPLICABLE LAW

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

8. JURISDICTION OF COURTS

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

9. 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 continues for 30 days, both parties have the right to terminate the contract.

10. ABANDONMENT OF WORK:

If the consultant abandon the work for any reason whatsoever or become incapacitated from acting as Consultant as aforesaid, the HSCC may make full use of all or any of the drawings/documents prepared by the EIA 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 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.

11. TERMINATION/DETERMINATION OR RECESSION OF AGREEMENT:

The accepting authority, without any prejudice to its rights by an advance notice of 15 days in writing absolutely determines/terminates 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 under any of the clauses aforesaid, the Accepting Authority shall have powers:
 - a) To determine or rescind the agreement.
 - b) To engage another Consultant to carry out the balance work and recovery from the consultants the excess amount, if any, so spent by the HSCC in the completion of the work assigned to the consultant
- iii. In the event of 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 drawings/details prepared by the consultant.

12. Performance Security:

- i. Within 15 days of receipt of the notification of award from the HSCC, the successful bidder shall furnish to HSCC, a performance security in form of a DD/FDR from any scheduled bank in favour of HSCC (India) Ltd for an amount equivalent 3% of contract price.
- ii. Failure of successful bidder to comply with the requirements of above clause (i) shall constitute sufficient grounds for cancellation of the award and forfeiture of the bid security.
- iii. The performance security shall be returned on successful completion of the work.

13. Bid Security:

- i. The bid security of unsuccessful bidders will be returned within 30 days from the date of award of work to successful bidder.
- ii. The bid security of the successful bidder will be discharged when the bidder has signed the agreement and furnished the required Performance Security
- iii. The bid security shall be forfeited:
 - a. If the bidder withdraws his bid during the period of bid validity
 - b. In case of successful bidder, if he fails within the specified time limit to :
 - Sign the agreement ; or
 - furnish the required performance security

14. COPY RIGHTS:

The consultant shall give full copy right to the HSCC for use of documents 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.

15. CHANGES IN THE CONSTITUTION OF THE FIRM

The consultant shall promptly notify the HSCC of any change in the constitution of their firm. It shall be open to the 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 HSCC. In the absence of and until its termination by the 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.

16. FINAL OUTPUT

Environmental Clearance (EC) and Consent to Establish (CTE) Letter/certificate from Concerned Authorities.

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 Consultant shall attend the meetings in HSCC/Client office/approval authority/ CPCB offices/ State pollution control board office.
- iv. The EIA consultant will submit site collection data program/approval authority/ State pollution control board schedule in advance in HSCC.
- v. 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.
- vi. 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.

FORM OF BID (ON LETTER HEAD)

To
The Deputy General Manager(Civil Structures)
HSCC India Limited
E-6(A), Sector-1
Noida

Reg: Consultancy Services for getting Revised Environmental Clearance (EC) and Consent to Establish (CTE) from Concerned Authorities for Construction of Satellite Centre of PGIMER Chandigarh at Sangrur (Punjab).

Having visited the Site, ascertained the Site conditions and examined all the Terms & conditions of contract, Notice Inviting Bids, Instructions to Bidders etc. and addenda for the above work, we the undersigned, are pleased to submit our technical and financial Bid along with relevant documents.

1. While preparing this Bid, we have gathered our own information and conducted our own inquiry/survey to our satisfaction and we did not rely solely on the information provided in the Bid Documents. We shall not hold Employer/HSCC responsible on any account in this regard.
2. We undertake, if our Bid is accepted, to commence the works within the stipulated time and to complete the whole of the works comprised in the Contract within the stipulated time calculated from the start date
3. We are aware that in the event of delay in execution of the work, beyond the agreed timelines due to reasons attributable to us, liquidated damages shall be recovered from us.
4. Our Bid is valid for your acceptance for a period of 180 days from the last date of submission of the Bid as per the Bid Documents or any extension thereto.
5. We agree to the all terms & condition of contract and the terms and conditions mentioned in the Bid Documents.
6. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency, commission has been, or will be, paid and that the Bid price does not include any such amount. We acknowledge the right of HSCC, if it finds anything to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
7. We understand that you are not bound to accept the lowest or any Bid you may receive.

Consultancy Services for getting Revised Environmental Clearance (EC) and Consent to Establish (CTE) from Concerned Authorities for Construction of Satellite Centre of PGIMER Chandigarh at Sangrur (Punjab).

8. If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.

Note : Bidders are required to fill up all the blank spaces in this form of Bid

Dated this.....day of.....2023

Signature

Name..... in the capacity of duly authorized to sign Bids for and on behalf of.....

Address
.....
.....

Witness – Signature

Name

Address
.....
.....

PRICE BID

The Consultancy charges shall be payable to Environmental Consultant for entire services listed under scope of services for getting Revised Environmental Clearance and Consent to Establish from Concerned Authorities for Construction of Satellite Centre of PGIMER Chandigarh at Sangrur (Punjab).

Scope of Services	
<p>Stage - I</p> <ul style="list-style-type: none"> i. Preparation & Submission of Proposal (form 1, 1A & Conceptual Plan) to SEIAA ii. Circulation of proposal & shortening reply (if any) and ToR Presentation to SEAC/SEIAA <p>Stage - II</p> <ul style="list-style-type: none"> i. Baseline Study for air, soil, ground water, surface water and noise within study area for 1 season (3 months) and providing lab reports from MoEF and NABL approved Laboratory ii. Preparation and Submission of EIA/EMP report including damage assessment plan & natural resources & community augmentation plan iii. Circulation of EIA Report & Final Presentation to SEAC/SEIAA iv. Circulation of all documents submitted to SEAC & Final presentation to SEIAA v. Reply to the Queries, if any raised by SEAC/SEIAA <p>Stage - III</p> <ul style="list-style-type: none"> i. Obtaining Revised Environmental Clearance from SEIAA <p>Stage - IV</p> <ul style="list-style-type: none"> i. Obtaining Consent to Establishment from Concerned Authority 	
<p>Total Consultancy charges include GST at the applicable rates as per govt. of India norms and all other levies, taxes, duties etc. (In figures)</p> <p>(in Rs.)</p>	
<p>Total Consultancy charges include GST at the applicable rates as per govt. of India norms and all other levies, taxes, duties etc. (In Words)</p> <p>(in Rs.)</p>	

Authorized Signatory of Agency with Seal

DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED

Sl.No	Name of Work/ Project & location	Owner of sponsoring Organization	Cost of Work	Date of Commencement As per contract	Stipulated Date of completion	Actual date of completion	Litigation/ Arbitration Pending/ in Progress with details*	Name & address/ Telephone No. of officer to whom reference may be made	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

* indicate gross amount claimed and amount awarded by the Arbitrator.

Copy of work Orders and Completion Certificates of the above works should also be submitted.

Authorized Signatory of Agency with Seal

SPECIAL CONDITIONS OF CONTRACT

1. The time allowed for carrying out the work is detailed at S.No 3 of GCC. Consultant shall note that “Time is the essence of the Contract”.

2. The site for the work is available

The description of the work is as follows: Consultancy Services for getting Revised Environmental Clearance (EC) and Consent to Establish (CTE) from Concerned Authorities for Construction of Satellite Centre of PGIMER Chandigarh at Sangrur (Punjab).

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 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 any other local conditions and other factors having a bearing on execution of the work.

3. 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.
4. 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.
5. 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.
6. 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 bidder would render him liable to debar for further tendering in the HSCC for at least 5 years.

7. No Engineer or other employee in Engineer or Administrative duties in Engineering Department of the HSCC is allowed to work as bidder for a period of two year after his retirement from HSCC's service without the previous permission of the competent authority in writing. This contract is liable to be cancelled in either the bidder 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 Consultant's service.
8. 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.
9. 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 HSCC on the account 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.
10. Each bidder shall submit only one tender. Joint Venture is not applicable for this tender. A bidder who submits or participates in more than one tender will be disqualified.
11. Interpretations corrections and changes to the tender document shall be made by addendum if required.
12. 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.

13. The provision in the Tender document shall govern over the contents of the paragraph if in contradiction or variation.
14. 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.
15. Any error or mistakes in the nomenclature, unit can be corrected at any stage.
16. The firms/consultant shall be required to sign the contract agreement Form within 15 days from the date of award of work. Failure on their part to do so may result in invalidation of the contract and forfeiture of Bid Security.
17. Firm/Consultant shall depute only competent, qualified and sufficiently experienced personnel to perform the correctly and efficiently.
18. 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.
19. Environmental Clearance & Consent to Establish Letter/certificate shall be submitted to HSCC for record.
20. 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/concerned office etc. for obtaining the Environmental Clearance. Nothing extra on this account shall be paid to the firm/consultant.
21. 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.
22. All the documents created out of the assignment will become the sole property of the HSCC.

23. All Government application fee as required shall be reimbursed by the Client on submission of Proof.
24. All testing charges for Environmental Impact Assessment study from NABF lab shall be paid by the consultant.
25. Total build up area and Plot Area may be distributed in number of blocks and may vary to any extent.

Consultancy Services for getting Revised Environmental Clearance (EC) and Consent to Establish (CTE) from Concerned Authorities for Construction of Satellite Centre of PGIMER Chandigarh at Sangrur (Punjab).

FORMAT OF AGREEMENT

This Agreement made on ----- at ----- between **M/s HSCC (INDIA) LIMITED** having registered office at 205, Eastend Plaza, Plot No.4, D.D.A-L.S.C, CENTER-II, Vasundhara Enclave, Delhi-110096 and corporate office at E-6 (A), Sector-1, Noida(UP)-201301 (herein after called the “**HSCC**”) on behalf of PGIMER Chandigarh of the one part and -----(**Name of consultant**), having Corporate Office at ----- (here in after called the “**EIA consultant**”) of the other part.

WHEREAS HSCC is desirous to appoint EIA Consultant to provide Consultancy Services for getting Revised Environmental Clearance (EC) and Consent to Establish (CTE) from Concerned Authorities for Construction of Satellite Centre of PGIMER Chandigarh at Sangrur (Punjab).

AND WHEREAS the EIA Consultant has submitted its bid/for the said Services,

AND WHEREAS HSCC has accepted the bid submitted by the EIA Consultant for execution and completion of the services.

NOW THEREFORE THE PARTIES HERE TO HEREBY AGREE AS FOLLOWS

1. The following documents shall be deemed to form and be read and construed as integral part this Agreement, viz:
 - a. The letter of Award dated -----
 - b. The Tender Documents duly signed by EIA Consultant
 - c. The price bid;
 - d. Any other relevant documents referred to in this agreement or in the aforementioned documents.
2. The mutual right and obligation of the parties shall be as set forth in this Agreement and in particular:
 - a. In consideration of the payments to be made by HSCC to the EIA Consultant as hereinafter mentioned, the EIA Consultant hereby covenant with HSCC to execute and complete the service in conformity with the provision of the agreement.
 - b. HSCC hereby covenants to pay the EIA Consultant in Consideration of the execution and completion of the services, such sums as may become payable under the provisions of the Agreement at the time and manner prescribed by the Agreement.

Consultancy Services for getting Revised Environmental Clearance (EC) and Consent to Establish (CTE) from Concerned Authorities for Construction of Satellite Centre of PGIMER Chandigarh at Sangrur (Punjab).

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THE DAY YEAR AND PLACE FIRST ABOVE WRITTEN

FOR AND ON BEHALF OF HSCC (India) Ltd.

FOR AND ON BEHALF OF EIA Consultant

Witnesses:

1 -----

2 -----