

**GOVERNMENT OF MAHARASHTRA**  
**MEDICAL EDUCATION AND RESEARCH**

**Tender for**

**Conducting EIA Study, getting EIA Clearance, NBWL Clearance  
and Consent to Establish from Concerned Authorities for  
“Construction of Medical College at Jalgoan, Maharashtra”.**

Tender No. HSCC/D&E/Jalgoan/EIA/2022



**HSCC (INDIA) LTD**  
(A subsidiary of NBCC (I) Ltd)  
(A Government of India Enterprises)  
E-6(A), Sector-1, NOIDA(U.P) 201301 (India)

Phone : 0120-2542436-40

Fax : 0120-2542447

## CONTENTS

<b>S.NO.</b>	<b>DESCRIPTION</b>	<b>Page No.</b>
1.	Notice Inviting e-Tender	2
2.	Notice Inviting e-Tender – detailed	3-4
3.	Definitions	5
4.	Information and instructions for bidders for e-tendering forming part of bid document	6-9
5.	Scope of Services	10
6.	General Conditions of Contract	11-18
7.	Terms of reference for EIA Study	19-26
8.	Annexure I to V	27-32
9.	Special Conditions of Contract	33-36

## NOTICE INVITING e-TENDER

<p><b>GOVERNMENT OF MAHARASHTRA</b> <b>MEDICAL EDUCATION AND RESEARCH</b> <b>NOTICE INVITING TENDER</b></p> <p>The Director, Medical Education and Research, Mumbai, Government of Maharashtra through its Executing Agency HSCC (India) Limited invites bids through e-tendering for the Project “Construction of Medical College at Jalgoan” from eligible firms for following works.</p> <ol style="list-style-type: none"><li>1. Conducting EIA Study, getting EIA Clearance, NBWL Clearance and Consent to Establish from Concerned Authorities.</li><li>2. Conducting Topographical Survey &amp; Geotechnical Investigation.</li></ol> <p>Tenders are available online from 09.02.2022 &amp; Last date of Bid submission shall be 17.02.2022 up to 14:30 Hrs. Please refer detailed NIT available on e-tender portal <a href="http://www.tenderwizard.com/HSCC">www.tenderwizard.com/HSCC</a>, HSCC website <a href="http://www.hsccltd.co.in">www.hsccltd.co.in</a> and CPP portal. Corrigendum/Amendment to this tender, if any, would appear only on said websites.</p>
--

**Conducting EIA Study, getting EIA Clearance, NBWL Clearance and Consent to Establish from Concerned Authorities for “Construction of Medical College at Jalgoan, Maharashtra”.**

Tender No: HSCC/D&E/Jalgoan/EIA/2022

Dated: 09.02.2022

**NOTICE INVITING e-TENDER – Detailed**

The Director, Medical Education and Research, Mumbai, Government of Maharashtra through their Executing Agency HSCC (India) Limited invites online bids through e-tendering from the eligible consultants enlisted with Quality Council of India (QCI) for Conducting EIA Study, getting EIA Clearance, NBWL Clearance and Consent to Establish from Concerned Authorities for “Construction of Medical College at Jalgoan, Maharashtra”.

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
Conducting EIA Study, getting EIA Clearance, NBWL Clearance and Consent to Establish from Concerned Authorities for “Construction of Medical College at Jalgoan, Maharashtra”.	03 Calendar Months	2,90,000/-	Tender Fee of Rs.500/- and EMD of Rs.5,800/-	09.02.2022 to 17.02.2022 up to 13:00 hrs	17.02.2022 up to 14:30 hrs & Opening at 15:00 hrs on 17.02.2022

The bidder would be required to register at HSCC e-tender portal <http://www.tenderwizard.com/HSCC>. The bid document is available online from 09.02.2022.

The bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities for submission of the bids.

The bidders are required to submit

1. (a) Original non-refundable Demand Draft (DD) of Rs.500/- (Rs. Five Hundred only) as cost of bid, in favour of “HSCC (India) Ltd.” payable at Noida  
(b) Original bid security in form of Demand Draft (DD) for Rs.5,800/- (Rs. Five Thousand Eight Hundred Only) in favour of “HSCC (India) Ltd.” payable at Noida

(or)

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 Earnest Money Deposit. Duly certified Copy of relevant registration certificates to be submitted.

Any of the above documents in an sealed envelope should be submitted in **hard copy 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 opening of bid either by registered post or by hand failing which the bid will be declared non-responsive.

2. The documents to be uploaded online are listed at **Annexure V**
3. Complete Tender Document has been made available at e-tender portal <http://www.tenderwizard.com/HSCC>
4. HSCC reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever.
5. Prospective bidders are advised to regularly scan through HSCC e-tender portal <http://www.tenderwizard.com/HSCC> as corrigendum/amendments etc., if any, will be notified on this portal only and separate advertisement will not be made for this.
6. Conditional tenders and tenders not filled in figure and words are liable to be rejected.
7. In case of date of opening of tender is declared /happened to be a public holiday; the tender will be opened on the next working day.
8. 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. **“Date of commencement of work”** shall mean the date of award of work or the date of handing over of required documents, whichever is later in accordance with the phasing if any, as indicated in the tender document.
6. **“Engineer in Charge” (EIC)** means the Engineer Officer as authorized by HSCC (India) Limited..
7. **“HSCC (India) Limited”/“HSCC”** shall mean HSCC (India) Limited, having its corporate office at E-6(A), Sector 1, Noida – 201 301 appointed by Medical Education Department, Government of Maharashtra as a Executing Agency for the project.
8. **“Letter of Award”** shall mean the letter issued by the HSCC (India) Limited to the Successful Tenderer inviting him to sign the Contract Agreement.
9. **“Project/Work”** shall mean Conducting EIA Study, getting EIA Clearance, NBWL Clearance and Consent to Establish from Concerned Authorities for “Construction of Jalgoan Medical College, Maharashtra”.
10. **“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.
11. **“Successful Tenderer”** shall mean the Tenderer declared technically and financially successful for the Project and with whom, the Contract Agreement shall be signed.
12. **“Similar Works”** as defined in eligibility criteria.
13. **“Executing Agency”** means **HSCC (India) Limited as Executing Agency of The Director, Medical Education and Research, Mumbai.**
14. **“NIT”** means **Notice Inviting Tender**. The word **“Notice Inviting Tenders”** is synonymous with **“Notice Inviting Bids”**.
15. **Owner/Client/Principal Employer/Employer** shall mean **The Director, Medical Education and Research, Mumbai.**
16. **“Accepting Authority”** means Deputy General Manager(Civil Structures), HSCC (India) Limited on behalf of **The Director, Medical Education and Research, Mumbai.**

**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING FORMING PART OF BID DOCUMENT**

The Director, Medical Education and Research, Mumbai, Government of Maharashtra through their Executing Agency, HSCC (India) Limited invites online bids through e-tendering from the eligible consultants enlisted with Quality Council of India (QCI) for Conducting EIA Study, getting EIA Clearance, NBWL Clearance and Consent to Establish from Concerned Authorities for “Construction of Medical College at Jalgoan, Maharashtra”.

Name & description of work	Completion period	Estimated cost (Rs.)	Tender Fee/Bid Security (in Rs.)	Sale of Tender	Date of Submission & opening
Conducting EIA Study, getting EIA Clearance, NBWL Clearance and Consent to Establish from Concerned Authorities for “Construction of Medical College at Jalgoan, Maharashtra”.	03 Calendar Months	2,90,000/-	Tender Fee of Rs.500/- and EMD of Rs.5,800/-	09.02.2022 to 17.02.2022 up to 13:00 hrs	17.02.2022 up to 14:30 hrs & Opening at 15:00 hrs on 17.02.2022

1. Firms who fulfil the following requirements shall be eligible to apply
  - i. Should have satisfactorily 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;

One similar completed works of Environmental Impact Assessment study in India consisting not less than the amount equal to 80% of estimated cost.

(or)

Two similar completed works of Environmental Impact Assessment study in India area consisting not less than the amount equal to 60% of estimated cost.

(or)

Three similar completed works of Environmental Impact Assessment study in India area consisting not less than the amount equal to 40% of estimated cost.

***Similar work shall mean the work of Consultancy for Environmental Impact Assessment Study of Building & Large Construction Projects.***
  - ii. Should have completed one similar work of Medical College/Hospital Block of Environmental Impact Assessment study in India consisting built-up area of not less than 50,000Sqm.

- iii. 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.
  - iv. Should have had average annual financial turnover of Rs. 11.6 Lakhs (Rupees Eleven Lakhs Sixty Thousand Only) during the last three years ending 31st March 2020 (Scanned copy of Certificate to this effect from Chartered Accountant to be uploaded).
  - v. The firm should not have incurred any loss in more than two years during last three years ending on 2019-20. The year in which no turnover is shown, would be considered for working out the average.
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/surroundings 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, then the accepting authority shall without prejudice to any other right or remedy be at liberty to take action in order the Affidavit submitted by bidder in lieu of EMD.
  4. 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.
  5. The document consisting of scope of work, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <http://www.tenderwizard.com/HSCC> free of cost.

But the bid can only be submitted after uploading the mandatory scanned documents such as Demand Draft or Pay order of any Scheduled Bank towards cost of bid document and Bid Security.

Or

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 Earnest Money Deposit. Duly certified relevant registration certificates to be submitted as per details given in the Bid Document.



6. Firms can upload documents in JPG format or PDF format only.
7. 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.
8. The consultant shall comply with provision of the prevalent ESI & EPF Act, Services tax/GST Act as applicable.
9. The firm/consultant shall attend to the observation raised by the state PCB/Central PCB/MOEF or any authority as applicable.
10. All testing charges for environmental impact assessment study and compliances of TOR shall be borne by the consultant if applicable.
8. The bids shall include formats as per Annexure I to V 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 e-tender portal <http://www.tenderwizard.com/HSCC> as corrigendum/amendments etc., if any, will be notified on this portal only and separate advertisement will not be made for this.
11. Complete set of bid documents will be made available only at HSCC e-tender portal <http://www.tenderwizard.com/HSCC> from **09.02.2022 to 17.02.2022 up to 13:00hrs.**
12. The bidders are required to submit.
  - i. (a) Original non-refundable Demand Draft of Rs.500/- (Rs. Five Hundred only) as cost of bid, in favour of “HSCC (India) Ltd.” payable at Noida  
(b) Original bid security in form of Demand Draft (DD) for Rs.5,800/- (Rs. Five Thousand Eight Hundred Only) in favour of “HSCC (India) Ltd.” payable at Noida  

(or)
  - ii. 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 Earnest Money Deposit. Duly certified relevant registration certificates to be submitted

Any of the above documents should be submitted in a sealed envelop in **hard copy 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 opening of bid either by registered post or by hand failing which the bid will be declared non-

responsive.

13. The last date of submission of bid is 17.02.2022 up to 14:30hrs. The bids shall be opened on the same day at 15:00 hrs.
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 sum 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.
17. Income tax shall be deducted from Agency's bill as per Government of India norms.

## **SCOPE OF SERVICES**

### **Environmental Consultant will provide the following services:**

To conduct EIA Study, getting EIA Clearance, NBWL Clearance and Consent to Establish from Concerned Authorities for “Construction of Medical College at Jalgaon, Maharashtra”.

#### **Approximate - Area**

New Construction Area of 1,10,000sqm approximately

**(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.)**

- i. Collection and Analysis of requisite site data.
- ii. Preparation and submission of reports and documents as required by concerned authorities.
- iii. Necessary follow up with concerned authorities.
- iv. 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.
- v. Obtaining National Board for Wild Life Clearance (NBWL Clearance)
- vi. The scope of work as envisaged for the EIA study is detailed in the terms of reference (TOR) for EIA study.
- vii. The EIA Consultant will meet the requirements of Ministry of Environment and Forests (MOEF) within the existing scope of work.
- viii. Obtaining Consent to Establish.

## **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. 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 consisting not less than the amount equal to 60% 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 Block of Environmental Impact Assessment study in India consisting built-up area of not less than 50,000Sq.m.
- (iv) Proof of average annual gross turnover of last three financial year 2017-18, 2018-19, 2019-20 should not be less than Rs. 11.60 Lakhs (Rupees Eleven Lakhs Sixty Thousand Only).The firm should not have incurred any loss in more than two years during last three years ending on 2019-20. The year in which no turnover is shown, would be considered for working out the average.

All bidders should submit the proof of works (Work Orders and Completion Certificates) executed as above.

**The estimated cost of the work is Rs. 2.90 Lakhs only (Rupees Two Lakhs Ninety Thousand only).**

#### 4. SUBMITTALS

- i. List of manpower proposed to be deployed with bio-data of Key members.
- ii. Photocopy of GST No., Valid PAN No. (As & When Applicable) and valid enlistment with NABET/QCI.

#### 5. TIME SCHEDULE

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

- Stage-1** Submission of Form1, 1A, Prefeasibility report, draft TOR and/or any other documents required for appraisal to committee concerned (MoEF/SEAC) within 01 month from the date of award of work. Necessary Clearances from Competent Authority shall be obtained.
- Stage-2** Submission of detailed EIA & EMP reports as per approved ToR by appraisal committee. Submission of final EIA report duly incorporating minutes of public hearing/consultation along with all the required documents for appraisal by committee (MoEF/SEAC) within 01 month and 15 days from the date of award of work.
- Stage-3** Obtaining Environmental Clearance, NBWL Clearance within 02 months and 15 days from the date of award of work.
- Stage-4** Obtaining Consent to Establish within 03 months from the date of award of work.

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, 1.0% 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 5% 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 Executive Agency/Client in so far as any of duties, are concerned, act with fairness safeguarding legitimate interests of the Executive Agency/Client.

## 6. 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.

## 7. 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 GST/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.	15
2.	On completion of stage-2.	15
3.	On completion of stage-3.(Obtaining Environmental Clearance) & NBWL Clearance	50
4.	On completion of stage-4.(Obtaining Consent to Establish)	20
	<b>Total</b>	<b>100</b>

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.

#### **8. 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 the consultants and its staff in discharging its obligations and responsibilities under this contract.

#### **9. 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 The Director, Medical Education and Research, Mumbai, Government of Maharashtra. 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.

#### **10. APPLICABLE LAW**

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

#### **11. 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.

#### **12. 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.**

**13. 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.

**14. TERMINATION/DETERMINATION OR RECESSION OF AGREEMENT:**

The accepting authority, on prejudice to its rights by 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.

**15. 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 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 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

**16. 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.

**17. 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 of 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.

**18. 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.

**19. FINAL OUTPUT**

EIA Clearance Letter, NBWL Clearance Letter and Consent to Establish Letter.

- 20.** The Consultant shall attend the meetings in HSCC/Client office/approval authority/ CPCB offices/ State pollution control board office.
- 21.** The EIA consultant will submit site collection data program/approval authority/ State pollution control board schedule in advance in HSCC.
- 22.** 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.
- 23.** 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 (As Applicable)**

The proposed Terms of Reference (TOR) for EIA shall be as per approved ToR by appraisal committee. However, sample Terms of Reference 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

**Clearance from National Board of Wildlife (NBWL Clearance) to be obtained by consultant.**

### **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 are PM<sub>10</sub>, PM<sub>2.5</sub>, SO<sub>2</sub> and NO<sub>2</sub>.

### **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 “Construction of Medical College at Jalgoan, Maharashtra” 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.

**ANNEXURE-1**

**LETTER OF PROPOSAL/ UNDERTAKING FROM THE BIDDER**

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

Sir

**Reg.: Tender for Conducting EIA Study, getting EIA Clearance, NBWL Clearance and Consent to Establish from Concerned Authorities for “Construction of Medical College at Jalgoan, Maharashtra”.**

We submit our financial bid here with in accordance with the terms and conditions mentioned in the Request for Proposal (RFP).

We understand that

- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid
- We do hereby declare that the information furnished in application and supplementary formats at Annexure-II to V is correct to best of our Knowledge and belief and no part of information is false.
- If our bid is accepted, we are responsible for the due performance of the contract.
- Bidder means the bidder who is decided and declared so after examination of commercial bids.
- Time is the essence of the contract.

Date:

Place:

Yours faithfully

Signature of Authorized Signatory  
Name of Signatory  
Designation  
Seal of Firm/Consultant

**Annexure-II**

**HARDWARE AND SOFTWARE CAPABILITIES**

<b>S.No.</b>	<b>Particulars of Hardware device and authorized Software detail</b>	<b>Quantity</b>	<b>Remarks</b>

Authorized Signatory of Agency with Seal

### Annexure-III

#### PRICE BID

The Consultancy charges shall be payable to EIA Consultant for entire services listed under scope of services for Conducting EIA Study, getting EIA Clearance, NBWL Clearance and Consent to Establish from Concerned Authorities for “Construction of Medical College at Jalgaon, Maharashtra”.

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 and obtaining required prior clearances as applicable
4.	Obtaining National Board of Wild Life (NBWL) Clearance.
5.	Preparation of Presentation and attend various EIA meetings and site visits till the environmental clearances by competent authorities.
6.	Necessary follow up with concerned authorities.
7.	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.
8.	The scope of work as envisaged for the EIA study is detailed in the terms of reference (TOR) for EIA study.

9.	The EIA Consultant will meet the requirements of Ministry of Environment and Forests (MOEF) within the existing scope of work.
10.	Attending meetings in HSCC Office/ Client Office/ EIA approving Authority Office.
11.	Obtaining Consent to Establish.
<b>Total Consultancy charges include GST at the applicable rates as per govt. of India norms and all other levies, taxes, duties etc. (In figures)</b> <b>(in Rs.)</b>	
<b>Total Consultancy charges include GST at the applicable rates as per govt. of India norms and all other levies, taxes, duties etc. ( In Words)</b> <b>(in Rs.)</b>	

Authorized Signatory of Agency with Seal

**Annexure-IV**

**FORMAT FOR SUBMISSION OF EXPERIENCE**

<b>SN</b>	<b>Project Name</b>	<b>Name of Client</b>	<b>Type of work</b>	<b>Detail of other works involvement if any</b>	<b>Project duration of EIA work</b>

Authorized Signatory of Agency with Seal



**Annexure – V**

**CHECKLIST**

**TECHNICAL PACKAGE - Part I**

S.No	Name of Document	Mode of submission	Page No.
1.	<p>(a) Non refundable Demand Draft of Rs.500/- (Rs. Five Hundred only) as cost of bid, in favour of “ HSCC India Limited “ payable at Noida.</p> <p>(b) Original bid security in form of Demand Draft (DD) for Rs.5,800/- (Rs. Five Thousand Eight Hundred Only) in favour of “HSCC (India) Ltd.” payable at Noida</p> <p>(or)</p> <p>The Firms/Consultants registered as MSEs under Ministry of Micro, Small &amp; Medium Enterprises should submit required documents/proofs to avail the benefit of exemption from payment of Tender Fee and Earnest Money Deposit. Duly certified relevant registration certificates to be submitted</p>	<p>Original in sealed envelope before the date and time fixed for opening of bid either by <b>registered post or by hand</b></p> <p>&amp;</p> <p>Copy Online</p>	

**TECHNICAL PACKAGE - Part II**

S.No	Name of Document	Mode of submission	Page No.
1.	All the information required for prequalification as mentioned in S.No 3 of General Conditions of Contract)	Online only	
2.	All the submittals as per S.No 4 of GCC		
3.	Annexures I, II, and IV		
4.	Whole tender document duly signed by authorised person and stamped		

**FINANCIAL PACKAGE COMPRISING OF:**

S.No	Name of Document	Mode of submission	Page No.
1.	Digitally signed bid / Price Bid (Annexure-III)	Online only	

## **SPECIAL CONDITIONS OF CONTRACT**

1. The time allowed for carrying out the work will be 03 months from the date of Award of the work. 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: Conducting EIA Study, getting EIA Clearance, NBWL Clearance and Consent to Establish from Concerned Authorities for “Construction of Medical College at Jalgoan, Maharashtra”.

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 earnest money.
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 Letter, NBWL Clearance Letter and Consent to Establish Letter 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 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.