

**DIRECTORATE OF MEDICAL EDUCATION,  
GOVERNMENT OF RAJASTHAN**

**Tender for  
APPOINTMENT OF EIA CONSULTANT**

**FOR**

**Conducting EIA Study and getting EIA Clearance from Concerned  
Authorities for Proposed Upgradation of District Hospital to Medical  
College at Sawai Madhopur in the state of Rajasthan.**

Tender No. HSCC/D&E/RAJ/EIA/2020–Sawai Madhopur



**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

Tender for Appointment of EIA Consultant for Conducting EIA Study and getting EIA Clearance from Concerned Authorities for Proposed Upgradation of District Hospital to Medical College at Sawai Madhopur in the state of Rajasthan.

## CONTENTS

S.NO.	DESCRIPTION	Page No.
1.	Notice Inviting e-Tender	2
2.	Notice Inviting e-Tender – detailed	3-4
3.	Information and instructions for bidders for e-tendering forming part of bid document	5-8
4.	Scope of Services	9
5.	Obligation of EIA Consultant	9
6.	Obligation of Client	10
7.	Information Required for Pre-qualification	10
8.	Submittals	11
9.	Time Schedule	12
10.	Bid Validity	12
11.	Consultancy Charges and Terms of payment	13
12.	Indemnification by EIA Consultant	13
13.	Settlement of Disputes	13
14.	Applicable Law	14
15.	Jurisdiction of courts	14
16.	Force Majeure	14
17.	Abandonment of work	14
18.	Determination or Recession of Agreement	15
19.	Forfeiture of earnest money	15
20.	General	16
21.	Final output	16
22.	Terms of reference for EIA Study	18-25
23.	Annexure I to V.	26-31
24.	Additional Conditions	32-36
25.	Terms and Conditions	37-39

Tender for Appointment of EIA Consultant for Conducting EIA Study and getting EIA Clearance from Concerned Authorities for Proposed Upgradation of District Hospital to Medical College at Sawai Madhopur in the state of Rajasthan.

---

**NOTICE INVITING e-TENDER**

**DIRECTORATE OF MEDICAL EDUCATION  
GOVERNMENT OF RAJASTHAN**

**NOTICE INVITING TENDER**

HSCC (India) Ltd. (A Subsidiary of NBCC India Ltd.), A Government of India Enterprises on behalf of Directorate of Medical Education, Govt. of Rajasthan invites online bids through e-tendering from eligible firms for "Up-gradation of District Hospital to Medical College in the state of Rajasthan" for following works:

- (1) Conducting EIA study and getting EIA Clearance from concerned Authorities**  
(Tender No: HSCC/D&E/RAJ/EIA/2020)–Twelve (12) project sites in Rajasthan
- (2) Conducting Geotechnical Investigation & Topographical Survey**  
(Tender No: HSCC/D&E/RAJ/GEOTECH\_SURVEY/2020)–Twelve (12) project sites in Rajasthan

Sale of Tender shall be from 15.10.2020 to 23.10.2020 up to 13:00Hrs. Last date of Bid submission shall be 23.10.2020 up to 14:30 Hrs & opening on same day at 15:00 Hrs.

For detailed NIT, please visit HSCC e-tender portal <http://www.tenderwizard.com/HSCC>, CPP Portal <http://eprocure.gov.in> and <http://www.hsccltd.co.in>

**DGM, HSCC (I) Ltd**

Tender for Appointment of EIA Consultant for Conducting EIA Study and getting EIA Clearance from Concerned Authorities for Proposed Upgradation of District Hospital to Medical College at Sawai Madhopur in the state of Rajasthan.

**Conducting EIA Study and getting EIA Clearance from Concerned Authorities for the Proposed Upgradation of District Hospital to Medical College at Sawai Madhopur in the state of Rajasthan.**

Tender No: HSCC/D&E/RAJ/EIA/2020-Sawai Madhopur

Dated: 15.10.2020

**NOTICE INVITING e-TENDER – Detailed**

HSCC (India) Ltd. (A Subsidiary of NBCC India Ltd.), A Government of India Enterprises on behalf of Directorate of Medical Education, Govt. of Rajasthan invites online bids through e-tendering from the eligible consultants enlisted with Quality Council of India (QCI) to carry out Environmental Impact Assessment study and getting Environmental Impact Assessment clearance from concerned authority for Proposed Upgradation of District Hospital to Medical College at Sawai Madhopur in the state of Rajasthan.

Details are as follows:

Name & description of work	Completion period	Estimated cost (Rs.)	Tender Fee and Bid Security (in Rs.)	Sale of Tender	Date of Submission & opening
Appointment of Environmental Impact Assessment (EIA) Consultant enlisted with Quality Council of India for Conducting EIA study and getting EIA Clearance from Concerned Authorities for the construction of Proposed Upgradation of District Hospital to Medical College at Sawai Madhopur in the state of Rajasthan	03 Calendar Months	3,60,000/-	Tender Fee of Rs. 500/- and EMD of Rs.7,200/-	15.10.2020 to 23.10.2020 up to 13:00 hrs	23.10.2020 up to 14:30 hrs & Opening at 15:00 hrs on 23.10.2020

The bidder would be required to register at HSCCe-tender portal <http://www.tenderwizard.com/HSCC>. The bid document is available online from 15.10.2020.

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

Tender for Appointment of EIA Consultant for Conducting EIA Study and getting EIA Clearance from Concerned Authorities for Proposed Upgradation of District Hospital to Medical College at Sawai Madhopur in the state of Rajasthan.

---

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. 7,200/- (Rs. Seven Thousand Two Hundred Only) in favour of "HSCC (India) Ltd." payable at Noida.

(or)

2. 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 one of the above documents should be submitted to the office of "Deputy General Manager (Structure), 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.**

The documents to be uploaded online are listed at **Annexure V**

Complete Tender Document has been made available at e-tender portal <http://www.tenderwizard.com/HSCC>

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

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.

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

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

Dy. General Manager (Struc)  
HSCC (India) Ltd.

Tender for Appointment of EIA Consultant for Conducting EIA Study and getting EIA Clearance from Concerned Authorities for Proposed Upgradation of District Hospital to Medical College at Sawai Madhopur in the state of Rajasthan.

---

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

HSCC (India) Ltd. (A Subsidiary of NBCC India Ltd.), A Government of India Enterprises on behalf of Directorate of Medical Education, Govt. of Rajasthan invites online bidsthrough e-tendering from eligible consultants/firms for the following works:

Name & description of work	Completion period	Estimated cost (Rs.)	Tender Fee and Bid Security (in Rs.)	Sale of Tender	Date of Submission & opening
Appointment of Environmental Impact Assessment (EIA) Consultant enlisted with Quality Council of India for Conducting EIA study and getting EIA Clearance from Concerned Authorities for the construction of Proposed Upgradation of District Hospital to Medical College at Sawai Madhopur in the state of Rajasthan	03 Calendar Months	3,60,000/-	Tender Fee of Rs. 500/- and EMD of Rs.7,200/-	15.10.2020 to 23.10.2020 up to 13:00 hrs	23.10.2020 up to 14:30 hrs & Opening at 15:00 hrs on 23.10.2020

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.

Tender for Appointment of EIA Consultant for Conducting EIA Study and getting EIA Clearance from Concerned Authorities for Proposed Upgradation of District Hospital to Medical College at Sawai Madhopur in the state of Rajasthan.

---

(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. 7.20 Lakhs (Rupees Seven Lakhs Twenty Thousand Only) during the last three years ending 31st March 2019(Scanned copyof Certificate from CA to be uploaded).
  - v. The firm should not have incurred any loss in more than two years during last three years ending on 2018-19. 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 which are not acceptable, then the accepting authority shall without prejudice to any other right or remedy be at liberty to forfeit entire amount of the earnest money as aforesaid absolutely.
  4. This notice inviting tender shall form a part of the contract document. The successful tender/consultant on the acceptance of his tender by the accepting authority shall sign the contract within 15 days from the stipulated date of start of the work.
  5. The 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

Tender for Appointment of EIA Consultant for Conducting EIA Study and getting EIA Clearance from Concerned Authorities for Proposed Upgradation of District Hospital to Medical College at Sawai Madhopur in the state of Rajasthan.

---

- to be complied with and other necessary documents can be seen and downloaded from website <http://www.tenderwizard.com/HSCC> free of cost.
6. 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 in favour "HSCC (India) Limited", 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 relevant registration certificates to be submitted as per details given in the Bid Document and Processing fee via online mode only and other documents as specified.
  7. Firms can upload documents in JPG format or PDF format only.
  8. 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.
  9. The consultant shall comply with provision of the prevalent ESI & EPF Act, Services tax/GST Act as applicable.
  10. The firm/consultant shall attend to the observation raised by the state PCB/Central PCB/MOEF or any authority as applicable.
  11. All testing charges for environmental impact assessment study and compliances of TOR shall be paid by the consultant.
  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 **15.10.2020 to 23.10.2020 up to 13:00hrs.**
  12. The bidders are required to submit.
    - i. (a) Original non-refundable Demand Draft of Rs.500/- (Rs. Five Hundred



Tender for Appointment of EIA Consultant for Conducting EIA Study and getting EIA Clearance from Concerned Authorities for Proposed Upgradation of District Hospital to Medical College at Sawai Madhopur in the state of Rajasthan.

---

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. 7,200/- (Seven Thousand Two 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 one of the above documents should be submitted to the office of "Deputy General Manager (Structure), 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 23.10.2020 up to 14:30hrs. The bids shall be opened on the same day at 15:00 hrs.
14. The Bid Security of all other unsuccessful agencies shall be refunded within one month after finalization of appointment of EIA consultant.
15. 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 : \_\_\_\_\_
16. The EIA agencies shall quote their rates without any condition. The conditional offers are liable to be rejected.
17. 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 etc. payable on all transactions for the due performance of work under this contract.
18. Income tax shall be deducted from Agency's bill as per Government of India norms.

Tender for Appointment of EIA Consultant for Conducting EIA Study and getting EIA Clearance from Concerned Authorities for Proposed Upgradation of District Hospital to Medical College at Sawai Madhopur in the state of Rajasthan.

---

## 1. SCOPE OF SERVICES

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

To conduct EIA Study and getting EIA Clearance from Concerned Authorities for Proposed Upgradation of District Hospital to Medical College at Sawai Madhopur in the state of Rajasthan.

### **Approximate - Area**

Total Plot area is 20 Acres.

Total Built-up Area 50,000sqm approximately.

**(The Plot area and 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. The scope of work as envisaged for the EIA study is detailed in the terms of reference (TOR) for EIA study in Annexure-III.
- vi. The EIA Consultant will meet the requirements of Ministry of Environment and Forests (MOEF) within the existing scope of work.

## 2. OBLIGATIONS OF EIA CONSULTANT

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

Tender for Appointment of EIA Consultant for Conducting EIA Study and getting EIA Clearance from Concerned Authorities for Proposed Upgradation of District Hospital to Medical College at Sawai Madhopur in the state of Rajasthan.

---

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

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

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

### **3. OBLIGATIONS OF CLIENT**

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

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

### **4. INFORMATION REQUIRED FOR PREQUALIFICATION**

Bid submitted shall include the following information:

- (i). Copy of the accreditation /Registration from NABET/QCI (Quality Council of India) and the Firm/Consultant/Agency must be accredited in Sector 38, covering Building & Construction Projects.
- (ii). Experience of having successfully completed similar EIA Study (Building and Large Construction Projects) during last seven years ending last day of month previous to the one in which applications are invited, should be either of the following;

Tender for Appointment of EIA Consultant for Conducting EIA Study and getting EIA Clearance from Concerned Authorities for Proposed Upgradation of District Hospital to Medical College at Sawai Madhopur in the state of Rajasthan.

---

- 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.

- (iv) 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.
- (v) Proof of average annual gross turnover of last three financial year 2016-17, 2017-18, 2018-19 should not be less than Rs. 7.2 Lakhs (Rupees Seven Lakhs Twenty Thousand Only).The firm should not have incurred any loss in more than two years during last three years ending on 2018-19. 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 of Environmental Impact Assessment Study is Rs. 3.60 Lakhs only (Rupees Three Lakhs Sixty Thousand only).**

## **5. SUBMITTALS**

- i. Plan of Approach & Methodology including scoping matrix for conducting EIA Study
- ii. List of manpower proposed to be deployed with bio-data of Key members.
- iii. Photocopy of GST No., Valid PAN No. (As & When Applicable) and valid enlistment with NABET/QCI.

Tender for Appointment of EIA Consultant for Conducting EIA Study and getting EIA Clearance from Concerned Authorities for Proposed Upgradation of District Hospital to Medical College at Sawai Madhopur in the state of Rajasthan.

---

## **6. TIME SCHEDULE**

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

- Stage-1** Submission of Form1, 1A, Prefeasibility report, draft TOR for appraisal to committee concerned (MoEF/SEAC) within 01 months from the date of award of work
- 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 02 months from the date of award of work
- Stage-3** Obtaining Environmental Clearance 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, he shall without prejudice to any other right or remedy of the Client on account of such default, pay as compensation not by way of penalty on incomplete work value of contract, 1.5% per month of delay to be computed as per day basis, provided that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of contract value. The amount of compensation may be adjusted/ set off against any sum payable to the EIA Consultant under this contract.

EIA Consultant shall exercise all reasonable skills, care and diligence in the performance of the services under the agreement and within the agreed time schedule. EIA Consultant shall carry out all its responsibilities in accordance with recognized professional standards and shall be responsible for the items as per scope of services in all aspects, EIA Consultant shall act as a faithful advisor to the Client in so far as any of duties, are concerned, act with fairness safeguarding legitimate interests of the Client.

## **7. BID VALIDITY**

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

Tender for Appointment of EIA Consultant for Conducting EIA Study and getting EIA Clearance from Concerned Authorities for Proposed Upgradation of District Hospital to Medical College at Sawai Madhopur in the state of Rajasthan.

---

## 8. CONSULTANCY CHARGES AND TERMS OF PAYMENT

The EIA Consultant shall quote their consultancy charges for carrying out the EIA study as per Annexure-III. The consultancy charges shall include 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:

<b>S.N.</b>	<b>Milestones</b>	<b>%age of Consultancy charges</b>
1.	On completion of stage-1.	10
2.	On completion of stage-2.	20
3.	On completion of stage-3.(Obtaining Environmental Clearance)	70
	<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.

## 9. INDEMINIFICATION BY EIA CONSULTANT

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

## **10. SETTLEMENT OF DISPUTES**

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

## **11. APPLICABLE LAW**

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

## **12. JURISDICTION OF COURTS**

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

## **13. FORCE MAJEURE**

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

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

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

**14. ABANDONMENT OF WORK:**

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

**15. DETERMINATION OR RECESSION OF AGREEMENT:**

The accepting authority, without any prejudice to its rights the consultant in respect of any delay, by notice in writing absolutely determines the contract in any of the following cases:

- i. If the Consultant being a firm/Company shall pass a resolution or the court shall make any order that the firm/company shall be wound up or if receiver or a manager on behalf of a creator is appointed or if circumstances arise which entitle the court or creditor to appoint a receiver or a manager which entitles the court to make winding order.
- ii. If the Consultant commit breach of any of the terms of the agreement or when the Consultant have made themselves liable for under any of the clauses aforesaid, the HSCC shall have powers:
  - a) To determine or rescind the agreement.
  - b) To engage another Consultant to carry out the balance work debiting the consultants the excess amount, if any, so spent by the HSCC in the completion of the work assigned to the consultant.

**16. FORFEITURE OF EARNEST MONEY:**

- i. If consultant withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the department, then the 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



Tender for Appointment of EIA Consultant for Conducting EIA Study and getting EIA Clearance from Concerned Authorities for Proposed Upgradation of District Hospital to Medical College at Sawai Madhopur in the state of Rajasthan.

---

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.

**17. GENERAL:**

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

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

**19. FINAL OUTPUT**

EIA Report	Three Copies
Site Collection Data	Three Copies
Photograph of site during data	Three Copies

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

Final EIA Report	Three Copies
------------------	--------------

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

Tender for Appointment of EIA Consultant for Conducting EIA Study and getting EIA Clearance from Concerned Authorities for Proposed Upgradation of District Hospital to Medical College at Sawai Madhopur in the state of Rajasthan.

---

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

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

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

## **TERMS OF REFERENCE FOR EIA STUDY**

The proposed Terms of Reference (TOR) for EIA 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.

Tender for Appointment of EIA Consultant for Conducting EIA Study and getting EIA Clearance from Concerned Authorities for Proposed Upgradation of District Hospital to Medical College at Sawai Madhopur in the state of Rajasthan.

---

- Experts from all areas like Traffic/ Landscape/ Environmental etc. shall be made available for attending various EIA meetings.
- Study/ monitoring of air, noise and water quality in line using Study/ Report Conducted by pollution Control Board Authority.

### **3.1 Ecological Aspects**

#### **Forests**

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

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

#### **Wildlife**

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

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

#### **Fisheries**

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

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

### **3.2 Physico-chemical parameters**

#### **Meteorology**

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

The data for the following aspects shall be collected.

#### **Rainfall**

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

#### **Temperature**

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

#### **Humidity**

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

#### **Ground Water**

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

### **Ambient Air Quality**

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

Tender for Appointment of EIA Consultant for Conducting EIA Study and getting EIA Clearance from Concerned Authorities for Proposed Upgradation of District Hospital to Medical College at Sawai Madhopur in the state of Rajasthan.

---

- Magnesium
- Sodium
- Potassium
- Chromium
- Lead
- Cadmium
- Total Coliform

### **Soil**

Soil quality at various locations within the study area of Upgradation of District Hospital at Sawai Madhopur to Medical College 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



Tender for Appointment of EIA Consultant for Conducting EIA Study and getting EIA Clearance from Concerned Authorities for Proposed Upgradation of District Hospital to Medical College at Sawai Madhopur in the state of Rajasthan.

---

- 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

Tender for Appointment of EIA Consultant for Conducting EIA Study and getting EIA Clearance from Concerned Authorities for Proposed Upgradation of District Hospital to Medical College at Sawai Madhopur in the state of Rajasthan.

---

- 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.

Tender for Appointment of EIA Consultant for Conducting EIA Study and getting EIA Clearance from Concerned Authorities for Proposed Upgradation of District Hospital to Medical College at Sawai Madhopur in the state of Rajasthan.

---

## Annexure-I

### UNDERTAKING

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

Authorized Signatory

Name (Block letter)

Designation

Complete Postal Address:

& Contact No.

Place:

Date:

Seal of Office

Tender for Appointment of EIA Consultant for Conducting EIA Study and getting EIA Clearance from Concerned Authorities for Proposed Upgradation of District Hospital to Medical College at Sawai Madhopur in the state of Rajasthan.

---

**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

Tender for Appointment of EIA Consultant for Conducting EIA Study and getting EIA Clearance from Concerned Authorities for Proposed Upgradation of District Hospital to Medical College at Sawai Madhopur in the state of Rajasthan.

---

### Annexure-III

#### PRICE BID

#### CONSULTANT FEE FOR EIA STUDY

The Consultancy charges shall be payable to EIA Consultant for entire services listed under scope of services for conducting EIA Study and getting EIA Clearance from Concerned Authorities for Proposed Upgradation of District Hospital to Medical College at Sawai Madhopur in the state of Rajasthan.

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

Tender for Appointment of EIA Consultant for Conducting EIA Study and getting EIA Clearance from Concerned Authorities for Proposed Upgradation of District Hospital to Medical College at Sawai Madhopur in the state of Rajasthan.

8.	The EIA Consultant will meet the requirements of Ministry of Environment and Forests (MOEF) within the existing scope of work.
9.	Attending meetings in HSCC Office/ Client Office/ EIA approving Authority Office.
<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**

Tender for Appointment of EIA Consultant for Conducting EIA Study and getting EIA Clearance from Concerned Authorities for Proposed Upgradation of District Hospital to Medical College at Sawai Madhopur in the state of Rajasthan.

---

**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

Tender for Appointment of EIA Consultant for Conducting EIA Study and getting EIA Clearance from Concerned Authorities for Proposed Upgradation of District Hospital to Medical College at Sawai Madhopur in the state of Rajasthan.

**Annexure – V**

**CHECKLIST**

**TECHNICAL PACKAGE - Part I**

S.No	Name of Document	Mode of submission	Page No.
1.	i. Non refundable Demand Draft of Rs.500/- (Rs. Five Hundred only) as cost of bid, in favour of “ HSCC India Limited “ payable at Noida ii. Original Bid Security of Rs. 7,200/-in the form of Demand Draft/Pay order, in favour of “ HSCC India Limited “ payable at Noida (or) iii. 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	In Original before the date and time fixed for opening of bid either by registered post or by hand & Copy Online	

**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 4 at Page nos 10& 11	Online only	
2.	All the submittals as per S.no 5 at Page no 11		
3.	Annexures I, II, IV and V		
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	



Tender for Appointment of EIA Consultant for Conducting EIA Study and getting EIA Clearance from Concerned Authorities for Proposed Upgradation of District Hospital to Medical College at Sawai Madhopur in the state of Rajasthan.

---

### **ADDITIONAL CONDITIONS**

1. For the purpose of similar work means the work of Consultancy for Environmental Impact Assessment Study of Building & Large Construction Projects.
2. Agreement shall be drawn with the successful tender on prescribed tender form. Bidders shall quote their rates as per various terms and condition of the said form which will form part of the agreement.
3. The time allowed for carrying out the work will be 03 months from the date of written order to commence the work. Consultant shall note that "Time is the essence of the Contract".
4. The site for the work is available

The description of the work is as follows: Appointment of EIA Consultant for Conducting EIA Study and getting EIA Clearance from Concerned Authorities for Proposed Upgradation of District Hospital at Sawai Madhopur to Medical Colleges under centrally sponsored scheme (phase-III) in the state of Rajasthan including data collection to the entire satisfaction of the competent authority.

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

Bidder are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the site, the means of access to the site accommodation they may require and in general shall themselves obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect their tender. A tender shall be deemed to have full knowledge of the site whether he inspects if or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own costs all materials, tool and plants, water, electricity access, facilities for workers and all other services required for execution the work unless otherwise specially provided for in the contract document. Submission of a tender by a bidder

implies that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work to be done and conditions and rates at which stores, tools and plant etc will be issued to him by the HSCC and any other local conditions and other factors having a bearing on execution of the work.

5. 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.
6. 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.
7. 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.
8. 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.
9. 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.

10. The tender for the works shall remain open for acceptance for a period of 180 days from the date of opening of tenders. If any bidder withdraws his tender before said period or makes any modification in the terms and conditions of the tender which are not acceptable to the department, then the HSCC shall, without prejudice to any other right or remedy be at liberty to forfeit entire amount of the said earnest money as aforesaid.
11. This notice inviting tender shall form a part of contract document. The successful tender/Consultant, or an acceptance of his tender by the Accepting Authority, shall within 15 days from the stipulated date of the work sign the contract consisting of:
  - The notice inviting tender, all the document including additional conditions specifications and drawing, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
12. 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.
13. 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.
14. 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.

15. Unless otherwise stated, the contract shall be for the whole work as described in the “schedule of items of works” and the drawings. The Consultant shall be bound to complete the whole work as described in the schedule of items of works and the drawings, including additional items, if any as per drawings and instructions. The issuance of certificate of completion as issued by the M/s HSCC shall be mandatory and will be conclusive proof of completion of work.
16. Interpretations corrections and changes to the tender document shall be made by addendum if required.
17. 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.
18. Following documents shall accompany the tenders:
  - i. Demand draft/Deposit at call receipt from a schedule bank towards earnest money.
  - ii. Income tax clearance certificate
  - iii. Registration certificate of the Firms or Company as the case may be
  - iv. Power of attorney.
19. The provision in the Tender document shall govern over the contents of the paragraph if in contradiction or variation.
20. 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.
21. Any error or mistakes in the nomenclature, unit can be corrected at any stage.
22. The firms/consultant shall be required to sign the contract agreement within 15 days of the intimation of the acceptance of the tender to him. Failure on their part to do so may result in invalidation of the contract and forfeiture of earnest money.

Tender for Appointment of EIA Consultant for Conducting EIA Study and getting EIA Clearance from Concerned Authorities for Proposed Upgradation of District Hospital to Medical College at Sawai Madhopur in the state of Rajasthan.

---

23. Firm/Consultant shall depute only competent, qualified and sufficiently experienced personnel to perform the correctly and efficiently.
24. 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.
25. Three final copies of the reports shall be submitted to HSCC for record.
26. 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.
27. 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.
28. All the documents created out of the assignment will become the sole property of the HSCC.
29. All Government application fee as required shall be reimbursed by the HSCC on submission of Proof.
30. All testing charges for Environmental Impact Assessment study from NABF lab shall be paid by the consultant.
31. Total build up area and Plot Area may be distributed in number of blocks and may vary to any extent.

Tender for Appointment of EIA Consultant for Conducting EIA Study and getting EIA Clearance from Concerned Authorities for Proposed Upgradation of District Hospital to Medical College at Sawai Madhopur in the state of Rajasthan.

---

## **TERMS AND CONDITIONS:**

The consultant shall be responsible for the retendering the following services

1. The proposal shall be based on Gazette notification vide S.O. No.801(E) on 7<sup>th</sup> July, 2004 and the provision continued in new EIA Notification, 2006 which was issued by the Union Ministry of Environment and Forest on 14.06.2006 and amended on 01.12.2009 and up to date amendment if any.
2. The consultant shall render every assistance, guidance and advise in general to the accepting authority on any matter concerning the technical aspects of the consultancy.
3. The data required for preparation of the report shall be collected by Consultant.
4. The professional fees of the Consultant shall also be inclusive of cost of all visits to the site or elsewhere meeting and making suitable presentations, till the Environmental Clearance is accorded by competent authority.
5. The income tax deduction shall be made at source by the department (as per the Government of India norms).
6. Security Deposit:  
  
An amount equivalent to 5%(five percent) of bill amount shall be deducted from each bill of Consultant till a Security deposit equivalent to 5% of agreed fee is reached for fulfilling the terms and condition of contract faithfully and honestly. The security deposit shall be refunded after receipt of environment clearance from the competent authority.
7. Copy Rights:  
  
The consultant shall give full copy right to the 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.
8. 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.

9. Time Schedule:

- a) Time limit is 03 (Three) months from the date of order to get the environment clearance from competent authority. Time is the essence of the contract.
- b) The consultant shall not be responsible for delays which result from the acts of omission of the HSCC, any person or entity over whom the consultant do not exercise direct control, including any contractor, or to force major civil disturbance, war, labour disputes, fire or any other cause beyond the Consultant Control. The time schedule shall be adjusted accordingly in the event of any such delay.

10. Completion of Work:

The time allowed for carrying out the work as specified in clause-9 shall be strictly observed by the consultant and shall be deemed to be of the essence of the contract on the part of the Consultant. The work shall throughout the stipulated period of the contract be preceded with all due diligence as per time schedule laid under clause-9 above and subsequently notified by the HSCC. In the event of any delay on the part of the consultant, the consultant shall pay as compensation an amount equal to 1.0% per month of delay to be computed as per day basis that the work remains unfinished after the specified date and for failure to comply with obligations and duties assigned to him under this agreement subject to a maximum of 5% of total fee of the work involved.

11. Abandonment of Work:

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

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

12. Termination:

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