

**“DEPARTMENT OF INDUSTRIES”
GOVT. OF HIMACHAL PRADESH**

Request for Proposal (RFP)

for

Appointment of Consultants

for

**Environmental Impact
Assessment (EIA)**

and

**Environmental
Clearance (EC)**

of

Bulk Drugs Park

at

**Tehsil Nalagarh,
Distt. Solan, H.P.**

(TENDER DOCUMENT)

Last date for submission/ receipt of Bids: 03/06/2019 upto 11.00 hrs. (IST)

Bid to be sent to:-

Director of Industries,
Himachal Pradesh,
Bemloe, Shimla – 171001.
Tel: +91-0177-2813414
e-mail: dirindus-hp@nic.in

**NOTICE INVITING TENDER
FOR**

Appointment of Agency for Environmental Impact Assessment (EIA) and Environmental Clearance (EC) of Bulk Drugs Park at Tehsil Nalagarh, Distt. Solan, H.P.

The document can be downloaded from the website:-

www.emerginghimachal.hp.gov.in

Response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This section provides general information about the Issuer, important dates and addresses and the overall eligibility criteria for the parties.

Issuer:-

Director of Industries,
Himachal Pradesh,
Bemloe, Shimla – 171001
Tel: +91-0177-2813414
e-mail: dirindus-hp@nic.in

DISCLAIMER

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidders, by Department of Industries, Government of Himachal Pradesh hereinafter referred to as Department, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist in the formulation of Proposals. This RFP document does not purport to contain all the information each Bidder may require.

This RFP document may not be appropriate for all persons, and it is not possible for the Department, their employees or advisors to consider the business/ investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and assessment and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources.

Department, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

Department may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

1. Fact Sheet:

| Sr. No. | Particulars | Details |
|---------|---|--|
| 1 | RFP/ Tender Availability | 17/05/2019 |
| 2 | Last date for receiving queries | 30/05/2019, 17.00 Hrs. |
| 3 | Last Date & Time for Submission/ Receipt of RFP | 03/06/2019, 11.00 Hrs. |
| 4 | Technical Proposal Opening | 03/06/2019, 11.30 Hrs. |
| 5 | Financial Bid Opening | After the evaluation of technical bids |
| 6 | Letter of Award | As on date of completion of bidding process |
| 7 | Agreement Signing | Within 7 days of Letter of Award |
| 8 | Project Start Date | Within 15 days of Signing Agreement |
| 9 | Earnest Money Deposit | INR 50,000/- (Rupees fifty thousand only) |
| | Cost of Tender Document (Processing Fee) | INR 1,000/- (Rupees one thousand only) |
| 10 | Performance Security | 5% of the total Consultancy Fee of the selected Bidder |
| 11 | Website for Tender Documents | www.emerginghimachal.hp.gov.in |
| 12 | Method of Selection | L1 (lowest bidder) |
| 13 | Contact Details | Director of Industries, Himachal Pradesh, Bemloe, Shimla – 171001. Tel: +91-0177-2813414 e-mail: dirindus-hp@nic.in |
| | | |

Note:

1. Department reserves the right to change any schedule of bidding process. Please visit Department website mentioned in document regularly for the same.
2. Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline will not be considered in this bid process.

TENDER DOCUMENT

SECTION-1

1.1 (i) Background:

Government of India launched its scheme for Assistance to Bulk Drugs Industry for Common Facility Centre as one of the sub schemes under the Scheme for Development of Pharmaceuticals Industry in India. The scheme was termed as Development of Common Facility Centre for Bulk Drugs (DCFC-BD).

Under this scheme the common facilities were to be provided to the Bulk Drugs parks across the country, these facilities were to be in the form of CETPs, logistics, incubation facilities, testing centres. Union Minister of Chemicals and Fertilizers had announced setting up of this park during his visit to the state in April 2016. The project will enhance the “Pharma Hub of Asia” image of the nearby BBN region. The project envisages the development of the following components:

- a. Industrial Plots for Pharma Units engaged in Bulk Drugs manufacturing with separate zones
- b. Construction of embankment
- c. Water distribution system
- d. Sewerage Network with Canals and storm water drainage
- e. Common Effluent Treatment Plant (CETP)
- f. Approach and Internal roads
- g. Waste Management
- h. Approach roads/internal roads/bridges
- i. Power substation(s) and distribution

1.1 (ii) Introduction:

The Government of Himachal Pradesh is committed to provide international standard infrastructure and facilities in the industrial areas and estates managed by the Industries Department and others. Existing infrastructure shall be upgraded and maintained efficiently. Supporting facilities in these industrial areas in terms of access to information, transportation linkages, housing facilities, telecommunication, power, health, water, education, sports etc. would further be strengthened and new facilities wherever required would be provided.

The state already has industrial eco-system with large scale industrial units operating in the state. The state government has undertaken several initiatives to develop basic infrastructure in the state to assist industries to function smoothly.

This proposed Bulk Drugs (API) Park will house facilities of international standard necessary for the development, operation and growth of the industrial units involved in manufacturing pharmaceuticals.

The Bulk Drugs (API) Park would house units engaged in the manufacturing of Bulk Drugs.

The Department of Industries, Mines & Geology, Himachal Pradesh, is responsible for the development of industrial sector in the State. The main objective of the Department of Industries, Mines & Geology is to promote the industries including small, medium and large scale Industries in order to ensure inclusive socio-economic growth in the State. The other objectives include regulating growth of Industries in the state, generating employment and self-employment and contributing to the growth of GSDP (Gross State Domestic Product) of the state economy. Department arranges basic infrastructure linkage to investors. Department has been mandated as the nodal agency for the upcoming bulk drugs park.

To support the Department and the Government of Himachal Pradesh in the conceptualization and development of the Bulk Drugs Park on approximately 133 acres of land, Department has proposed to engage a NABET accredited EIA (Environment Impact Assessment) consultant to acquire the statutory clearances from MoEF/ and Environment. Government of India has already given in-principal approval for setting up of this bulk drugs park.

1.1 (iii) Project Location:

Project site is located in Himachal Pradesh at Tehsil Nalagarh, Distt. Solan, H.P. near Village Mauza, Dadi Harnam, Ganguwal, Nikkuwal, Mandyapur and Bela.

1.1 (iv) Land Details:

The project is proposed on around 133 acres of land, which has been transferred in the name of Industries Department.

1.1 (v) Land Connectivity:

The proposed site for Bulk Drugs Park is located near to Nalagarh town and is well connected with the rest of the country by road, rail and air as mentioned below:-

- **Rail Connectivity:** Project site is around 14 Kms. from the Ghanauli (Punjab), the nearest Broad Gauge railway station.

- **Road Connectivity:** The project site is located at NH 205 with a distance of 14 Kms from NH-I. The nearest biggest city Chandigarh is also at a distance of 52 Kms. from the project site.
- **Air Connectivity:** The nearest airport is Chandigarh International Airport, which is located in Chandigarh also at a distance of 66 Kms. from the project site.

1.2 Objectives

The objective of the study is aimed at Environmental Impact Assessment and preparation of Environmental Management Plan for the upcoming Bulk Drugs Park in Himachal Pradesh as per Environment Protection Act and Environment Protection Regulations of Government of India. It also aims at Environmental Clearance of the said project.

In reference to the EIA Notification 2006 and (Protection) Act, 1986, SEZs/Bulk Drugs Parks require an environmental clearance under certain conditions from State Level Environmental Impact Assessment Authority (SEIAA) or Ministry of Environment and Forest (MoEF).

In order to adhere to the policies and environmental sustainability, Department has taken initiatives to hire consultants for obtaining environmental clearances for the upcoming Bulk Drugs Park in Tehsil Nalagarh, District Solan of Himachal Pradesh. This Tender Document aims to select the environmental consultants for carrying out detailed EIA studies and assist Department in obtaining Environmental clearance from the concerned authority. Moreover, Department seeks Professional services to conduct Detailed/ Rapid Environmental Impact Assessment (EIA) studies/ Environmental Management Plan (EMP) for the project site including preparation and submission of reports etc., in hard and soft copy in addition to technical assistance to the project authorities in obtaining environmental clearance.

The Consultant has to attend each and every work till the issue of Environmental Clearance (EC) and Consent to Establishment (CTE) from competent authority.

Department is intending to call tenders to carry out Environmental Impact Assessment (EIA) studies and obtain Environmental Clearance (EC) from the concerned authority (SEIAA / MoEF).

1.3 Eligibility Criteria

This invitation is open to any Indian registered company/firm or association of individuals, and shall the following requisites:

1. The EIA consultant organization should be accredited by Quality Council of India (QCI) or National Accreditation Board for Education & Training (NABET) for carrying out EIA studies as indicated in EIA notification, 2006 and its subsequent amendments
2. The EIA consultant organization should be accredited by Quality Council of India (QCI) or National Accreditation Board for Education & Training (NABET) under 7(c), Category "A"
3. The Consultant should have completed as a prime consultancy at least three similar assignments in obtaining EC successfully for Bulk Drugs Parks/SEZs/Individual Industries for bulk drugs under Category 'A' during last ten years. The work order and completion certificate should be enclosed along with bid documents.
4. Latest Income tax clearance Certificate from the concerned IT circle.
5. The consultant/agency should submit proof of last three years turnover of not less than INR 20,00,000/- (twenty lacs only).

1.4 Submission of Bids

The bidder shall submit tender with all the relevant documents, copies of all the certificates in proof of experience, in two sealed covers i.e. Cover "A" containing the Technical Proposal along with processing Fee & Cover "B" containing Financial Proposal. These two Covers A & B carrying contents shall be placed in Cover "C" addressed to "Director of Industries, Himachal Pradesh, Bemloe, Shimla – 171001.

The envelopes will also bear the following identifications:

Cover "A", Technical Proposal and Cover "B", Financial Proposal and Cover "C" Technical Proposal & Financial Proposal super scribing each as "Consultancy Services for obtaining Environmental Clearance for "Bulk Drugs Park in Tehsil Nalagarh, District Solan of Himachal Pradesh".

1. The Technical Bid (Cover "A") must contain the following:
 - i. Covering letter (Annexure I)
 - ii. Accreditation / Certification from QCI/NABET under 7(c), category 'A'.
 - iii. Index (giving list of contents and corresponding page numbers in the Tender document)
 - iv. Summary of two Permanent Key Professionals at least five years' experience in the same field (Annexure II)
 - v. List of EC Studies carried out in last three years (Consultant should submit the Work completion order/ performance letter as a proof, Work order will not be considered as an experience certificate)
 - vi. Audited annual accounts for the last three years
 - vii. Latest Income tax clearance Certificate from the concerned IT circle.

- viii. The consultant/agency should submit proof of last three years turnover of not less than INR 20,00,00,000/- (twenty lacs only)

Every page of bid documents and the copies of all the certificates and documents attached must be signed by the bidder or its authorized person. The authorization shall be indicated by written power of attorney.

Cover "A", will be opened at 11.30 hours on 03/06/2019 in the presence of bidders or their authorized agents, who are present at that time. However, absence of applicants or their representatives shall not obstruct or prevent the opening of bids in anyway.

The Cover "B" containing the "Financial Proposal", of the technically qualified bidders will only be opened after the evaluation of technical bids.

Tender document should be sent to Department by registered post or courier to reach on or before the scheduled date and time.

If the office happens to be closed on last date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.

For any further details/clarifications please contact:-

Director of Industries,
Himachal Pradesh,
Bemloe, Shimla – 171001
Tel: +91-0177-2813414
e-mail: dirindus-hp@nic.in

SECTION-II

2. INSTRUCTIONS TO BIDDERS

2.1. General Terms of Bidding.

- 2.1.1 The Bidding Process and manner of carrying out the assigned job shall be governed by, and construed in accordance with, the laws of India and the Courts at Shimla shall have exclusive jurisdiction over all disputes arising under this assignment.

- 2.1.2 No Bidder shall submit more than one Bid for the Project.
- 2.1.3 The statements and explanations contained in this document is intended to provide a fair understanding to the Bidders about the assignment to be carried out by the selected bidder and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the consultant set forth in the documents or the Authority's rights to amend, alter, change, supplement the scope of work or the terms thereof or herein contained before submission of the bids. The bidders are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Consequently, any omissions, conflicts or contradictions in the Bidding Documents are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 2.1.4 The bidder shall keep all the information pertaining to this assignment CONFIDENTIAL and shall not provide/disclose any information of the assignment to anybody except specific instructions from the Authority.
- 2.1.5 Any condition or stipulation by the bidder other than contained in the document shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.6 The Bid and all communications in relation to or concerning the Bidding Documents shall be in English language.
- 2.1.7 Notwithstanding anything contrary in this document, the detailed terms specified in the draft Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.
- 2.1.8 Bid documents received by facsimile/e-mail shall be treated as invalid and rejected. Only detailed complete Bid documents received prior to the closing date of the Bid shall be taken as valid.
- 2.1.9 Bid documents received after the specified date shall not be considered for evaluation.
- 2.1.10 Applicants are not permitted to modify, substitute, or withdraw after submission of Bid document.
- 2.1.11 During evaluation of the Bid documents, Department may, at its discretion, ask applicants for clarifications on their Bid document.

2.2 Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation and submission of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.3 Site visit and verification of information provided by Authority

- 2.3.1 Bidders are encouraged to submit their Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, weather data, applicable laws and regulations, and any other matter considered relevant by them.
- 2.3.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to TENDER DOCUMENT, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.
- 2.3.3 It shall be deemed that by submitting a Bid, the Bidder has:
- A. Made a complete and careful examination of the Bidding documents;
 - B. Received all relevant information requested from the Authority.
 - C. Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters.
 - D. Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement.
 - E. Acknowledged that it does not have a Conflict of Interest;

2.4 Contents of the TENDER DOCUMENT

The TENDER DOCUMENT shall comprise of:

Section I: Introduction

Section II: Instruction to Bidders

Section III: Scope of work

Section IV: Terms and conditions

Section V: Formats for submission of proposals

Section VI: Financial Proposal Format

2.5 Earnest Money

The Bidders shall submit money of Rs. 50,000/ (Rupees fifty thousand only) with the bid in the form of a Bank Guarantee or demand draft issued by a Nationalised Bank, drawn in favour of Director of Industries, Himachal Pradesh, Shimla. This earnest money is refundable if not qualified and. The Bidders shall also submit processing fee of Rs. 1,000/- (Rupees one thousand only) with the bid in the form of demand draft issued by a Nationalised Bank, drawn in favour of Director of Industries, Himachal Pradesh, Shimla, which is non-refundable.

The Authority shall not be liable to pay any interest on the earnest money deposit so made and the same shall be interest free.

The Bidder, by submitting its Bid pursuant to this TENDER DOCUMENT, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity of 90 days. No relaxation of any kind on earnest money shall be given to any Bidder. The earnest money shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents or otherwise, under the following conditions:

- a) In the case of Selected Bidder, if it fails within the specified time limit to conclude the Agreement with the Authority duly furnishing the requisite performance security as stipulated in the LOA.

2.6.1 PREPARATION AND SUBMISSION OF BID

2.6.2 Format and signing of Bid

The Bid (Financial) shall be in the format annexed to this Tender document. The Financial bid shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also sign all the pages of tender document. In the Financial proposal, the bidders are required to quote their fee for complete services to be rendered to the Authority in obtaining Environmental Clearance in terms of EIA notification 2006 and subsequent amendments thereon. The fee quoted by the bidder shall be exclusive of GST Tax, but inclusive of all overheads, incidentals, cost of site visits, and travel expenses in attending the committee meetings, liaising with the office of Competent Authority (MOEF/SEIAA) on behalf of the Authority, printing cost of documents/reports etc. complete.

2.6.3 Sealing and Marking

The bidder shall make the submittals in two cover system as detailed below:

Envelop A: Enclosures of Bid

This envelope shall contain:

- a) The Covering Letter / Proposal as given in TENDER DOCUMENT duly signed by the Authorised Signatory.
- b) TENDER DOCUMENT each page signed by the Authorised signatory.
- c) A non-refundable DD of Rs. 1000/- (Rupees one thousand only) towards processing fee.
- d) The Power of Attorney in specified format given, if any applicable
- e) The eligibility criteria & submission of bids as mentioned in clause 1.3, 1.4
- f) Envelope shall be marked as ENCLOSURES OF BID.
- g) Earnest money of Rs. 50,000/ (Rupees fifty thousand only) in the form of a Bank Guarantee or demand draft issued by a Nationalised Bank, drawn in favour of Director of Industries, Himachal Pradesh, Shimla.

Envelop B: Financial Bid

The Financial Bid shall be as per the format given in this TENDERDOCUMENT-Section-V .The content in Envelop B shall be submitted and be marked as "FINANCIAL BID".

Envelope C: These two envelopes 'A' & 'B' carrying contents, detailed as above shall be placed in another Envelope C, which shall be sealed and clearly labelled the following identification:

"Consultancy services for obtaining Environmental Clearance (EC) and CTE for "Bulk Drugs Park in Tehsil Nalagarh, District Solan of Himachal Pradesh". In addition to this Bid due date should be indicated on the right hand top corner of the envelopes.

In case a bid is not properly sealed and marked as stated above shall be rejected outright.

The Cover 'C', thus sealed as above, shall be submitted on or before the last date/ time of submission to:-

**Director of Industries,
Himachal Pradesh,
Udyog Bhawan, Bemloe,
Shimla – 171001.**

2.6.4. If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.

2.6.5 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and will be rejected.

2.6.6 Bid Due Date

Bids should be submitted/ received upto **03/06/2019, 11.00 hours (IST)** at the address provided in clause 2.6.3 in the manner and form as detailed in this document

2.7 Late Bid

Bids received by the Authority after the specified time on stipulated date shall not be eligible for consideration and shall be summarily rejected.

2.8 Rejection of Bids

The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.9 Validity of Bids

The Bids shall be valid for a period of not less than 90 (Ninety) days from the Bid Due Date. The validity of Bids may be extended at the request of Authority by mutual consent of the respective Bidders and the Authority.

2.10 Evaluation of Bids

2.11.1 Opening and Evaluation of Bids

2.11.2 The Authority will open the Bids at 11.30 hours (IST) on the specified date for opening as in clause 1.4 of TENDER DOCUMENT at the place specified and in the presence of the Bidders who choose to attend. However, absence of applicants or their representatives shall not obstruct or prevent the opening of bids in anyway.

2.11.3 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this TENDER DOCUMENT.

2.11.4 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

2.11.5 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

2.12 Selection of Bidder.

2.12.1 Financial Bid

- a. The financial Bid would be assessed on the basis of the least amount quoted by a Bidder for the assignment.
- b. Generally, the lowest Bidder shall be the “Selected Bidder”. The remaining Bidders shall be kept in reserve and may be invited for negotiations in case such lowest Bidder withdraws or is not selected for any reason.
- c. In the event that the lowest Bidder withdraws or is not selected for any reason in the first instance, the Authority may invite the second lowest bidder for negotiation. If the second lowest bidder is also withdraws or is not selected for any reason, then the next lowest bidder shall be invited for the negotiations and so on.
- d. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder

2.13.1 POST EVALUATION

2.13.2. After selection, a Letter of Award (the “LOA”) shall be issued, by the Authority to the Selected Bidder. The Selected Bidder in turn has to conclude an agreement with the Authority within the stipulated time duly furnishing the performance security in the shape of Bank Guarantee for an amount as specified, which is refundable to the bidder after completion of the assignment. However, the earnest money already paid will be adjusted towards the performance security. If the selected bidder fails to conclude the agreement with the Authority within the stipulated period, the Authority shall forfeit the earnest money of such Bidder as Damages and the next lowest Bidder may be considered.

SECTION-III

3.1 SCOPE OF WORK

Scope of the work includes the following:-

- Environmental Impact Assessment of the Bulk Drugs Park project in.

- Assessment of adverse impacts of the project on environment and preparation of Environmental Management Plan for:
 - Mitigation of adverse impacts
 - Socio-economic impacts
 - Preparation of monitoring plan for implementation of EMP
- Assessment of adverse impact on the nearby Sirsa river
- Preparation of Environmental Impact Assessment Report as per Environment Protection Act and Environment Protection Regulation of GoI (as per EIA Notification of 2006 and its subsequent amendments) and its approval from Government of India.
- To obtain Environmental Clearance & CTE for the project from CEIAA, New Delhi.

The Consulting Firm or Joint Venture has to adopt methodology to carry out the EIA studies and preparation of Environmental Management Plan as per Environment Protection Act and Environment Protection Regulation of Government of India.

The Consultant shall carry out Site Screening, Pre-feasibility Report Environmental Impact Assessment (EIA) and Environmental Management Plan (EMP) studies etc., needed for obtaining Environmental Clearance (EC) from the competent authority MoEF/SEIAA for the proposed Bulk Drugs Park.

The broad outline of work/job to be carried out by the consultant is outlined below. This need not be in complete / exhaustive. The consultant bidder is expected to render the complete services as specified by MOEF from time to time so that the objective of obtaining Environmental Clearance (EC) and Consent to Establishment (CTE) subsequent to according Environmental Clearance for the Bulk Drugs Park is achieved.

- 3.1.i. Zoning of the indicative list of Industries that can be allowed Zone wise in the master plan of the Bulk Drugs Park shall be executed by the appointed agency. The Basic civil lay-out drawings, architectural drawings of the components will be taken care by PMC (Project Management Consultant/technical consultant. The list of industries shall be provided by the Technical Consultant.
- 3.1.ii. Submission of Form-I and prefeasibility report, and acquiring the approval of ToR (Terms of Reference) from the concerned committee shall be acquired by the EIA agency appointed.

3.2 Generation and Analysis of the Baseline Data

- a. Assessment of the present status (baseline data) of Air, Noise, Water, Land Use/Land Cover, Drainage, Slope, Topography, DEM (Digital Elevation Model),

Hydro Geomorphology and Biological Components of Environment including parameters of Human interest within the project impact area as per regulatory requirements considering the project site and its surrounding features

- b. Identification and quantification of significant impacts of the proposed project on various environmental components
- c. Further Evaluation of impacts of the project through appropriate EIA methodologies and examination of proposed pollution control and environmental management facilities
- d. Preparation of Environmental Management Plan, outlining preventive and control strategies for minimizing the impacts on environment during construction and operation phases in the proposed project site

3.3 Sampling and Analysis:

Generation of Environmental Baseline Data within 10 KM radius or more as specified by Competent Authority from the proposed Bulk Drugs Park. The number of stations, total number of samples, list of parameters, sampling period and frequency for each activity for generation of environmental baseline data shall be as follows:

3.3.1 Air Environment

- a. Installation of meteorological station at proposed Bulk Drugs Park and collection of meteorological data viz., wind speed & direction, humidity, temperature, cloud cover and rainfall.
- b. Monitoring of existing status of ambient air quality at minimum of 15 locations by using GPS to get accuracy in the project impact area. The sampling frequency and monitoring shall be as ordered by the competent Authority (MOEF/SEIAA).
- c. Identification, quantification and evaluation of other potential emissions if any, within the impact zone.

3.3.2 Noise Environment.

- a. Monitoring of noise levels at Minimum of 15 locations within the study area. The frequency of sampling and monitoring period shall be as directed by the Competent Authority.

- b. Prediction and evaluation of impacts due to rise in noise levels arising out of the proposed project on the surrounding environment.
- c. Recommendations on mitigation measures for noise pollution during construction and operation phases.

3.3.3 Water Environment

- a. Monitoring of ground and surface water resources within the study area about 15 or more (if ordered by Competent Authority) surface water bodies (depending on the availability) and 15 ground water samples to be collected and analysed for various physical, chemical parameters as directed by competent Authority for the proposed Bulk Drugs Park.
- b. The sources of water, power shall be decided by the PMC (Project Management Consultant)/Technical consultant.
- c. Recommending available advanced technologies for water recycling and reuse for green belt development and other requirements of the project.
- d. Recommending the Waste water treatment facilities to be taken up in the Bulk Drugs Park by the industries at unit level and by project proponent at Bulk Drugs Park level.
- e. Assessing the total requirement of power and water for the Bulk Drugs Park and its sources.
- f. Identifying the suitable locations for rain water harvesting pits/structures.

3.3.4 Biological Environment:

- a. Enumeration of aquatic & terrestrial flora and fauna within the project study area for the proposed Bulk Drugs Parks. Enumeration of rare and endangered species, sanctuaries, vegetation – species list, economic importance, forest produce, medicinal value etc, water bodies, reserve forests.
- b. The impacts on ecology shall be assessed and measures shall be suggested for minimizing impact.

3.3.5 Land Environment:

- a. Studies on soil characteristics by collecting soil samples at proposed Bulk Drugs Parks for analysing physical-chemical parameters, as per the norms / guide lines of MoEF.
- b. Estimation of impacts on land use pattern.

3.3.6 Socio –Economic and Health environment

- a. Collection of socio economic data in the project impact area such as infrastructure resource base, economic resource base, health status, cultural and visual attributes etc. at the study area
- b. Projection of anticipated changes due to the project and delineation of measures to minimize the impacts.

- c. Assessment of places of historical/archaeological importance in the project impact area.
- d. Assessment of economic benefits to the society and environment.

3.4 **Site Screening, Pre-feasibility Report covering the following issues.**

- Location
 - ✓ Site extent
 - ✓ Topography
 - ✓ Site suitability and Criteria for selection of proposed site and examination of alternative sites.
 - ✓ Market Potential and demand assessment study for sector of
 - ✓ Industries to be established.
- Existing status of site including
 - ✓ Topography,
 - ✓ Drainage,
 - ✓ Geology,
 - ✓ Hydrogeology and
 - ✓ Mineral data of the site
 - ✓ Topographical Survey
- Topographical Surveys
 - ✓ Geotechnical investigations
 - ✓ Availability of
 - Water Supply
 - Power supply
 - Wastewater Management system
 - Presence of Allied Social Infrastructure
 - Drainage system
 - Approach roads
 - ✓ Land use/ Land cover
 - ✓ Environmental Aspects such as
 - Presence of environment sensitive zones
 - Corrosive impact
 - Presence of higher pollution areas nearby,
 - Other hindrances such as coal belt passing through site, (if applicable) etc
 - ✓ Natural hazards and disaster Management plan
 - ✓ Meteorology, Terrestrial environment, marine (if applicable)
 - ✓ Socio Economic conditions
 - ✓ Land use and land cover study within 10 Km radius or as specified by Competent Authority.

- ✓ Traffic impact assessment
- ✓ Zoning of the indicative list of the proposed industries in the master plan keeping in view of Market demand assessment studies
- ✓ Estimation of infrastructure requirements – Basic, Environmental and social infrastructure
- ✓ EIA study and EMP for obtaining Environmental Clearance (EC)
- ✓ Detailed hydrological and hydro geological surveys
- ✓ The cost and benefit analysis (Project Benefits and Social Impact Assessment) of the project area.

SECTION-IV

4. TERMS & CONDITIONS

4.1 All the tasks related in obtaining prior Environmental Clearance (EC) for the proposed Bulk Drugs Park would be in accordance with procedure laid down in Environment (protection Act) 1986, EIA notification 2006 and amendments thereon issued by MoEF. The broad tasks for the consultant bidder would be as per the scope of work indicated in addition to the following;

- a) Collection of Baseline data & Identification of Potential target sectors, suggesting type of industries that can be accommodated in the Bulk Drugs Park based on various factors and CPCB guidelines. Site screening study of EIA based on the TOR approved by competent Authority and suggested EMP, study of alternatives sites etc.
- b) Zoning of Bulk Drugs Park based on the location and type of industries etc.
- c) Transportation Network and logistic hubs.
- d) Infrastructure Services and Facilities such as water, fire, disaster management plans, power supply, waste management, rail, etc needed for proposed Bulk Drugs Park.
- e) Collection of the Baseline data, conducting required tests on Air, Water, and Soil. etc., preparation of Form-1, draft ToR related to proposed industries, prefeasibility report.
- f) Any additional utilities like waste/disaster management, others & preparation of baseline data for water, Fire, soil etc. has to be prepared by the EIA consultant meeting the criteria of the Environment department.
- g) Power point presentation before the committee at different stages of appraisal of project.
- h) Supply of required number of documents for Environmental Public Hearing/consultation, including defending the Authority during Public Hearing/consultation.

- i) Incorporation of the minutes of Public Hearing/consultation and clarifications there on in the final EIA report to submit to the committee for appraisal.
- j) The services of consultant will be treated as complete only after such services carried out by the Consultants are approved by Authority and accepted by the Competent Authority. Work shall be completed by the Consultants according to the time schedule agreed. The works throughout the stipulated period of contract will be carried out with due diligence.
- k) In the event of the Consultant's firm closing its business or failing to complete balance work within reasonable time, the Authority will have the power to employ any other agency to complete the work at the cost of the original Consultant.
- l) In the event of the failure on the part of Consultant to complete their work, committing a breach of any one or more of the terms and conditions of the agreement, the Authority will be entitled to cancel this agreement
- m) The Consultants shall supply required copies of reports from time to time that are needed in connection with the obtaining Environmental clearance from time to time on free of cost
- n) The consultant has to provide services for attending the additional TOR, related with this project, if ordered by the competent authority without any extra cost
- o) Department reserves the right to change the total area of the Bulk Drugs Park depending on the circumstances at any juncture.

4.2 Stages of payment of consultancy fee:

The payment towards the consultation fee will be paid by the Authority to the consultant in the following stages and at the specified percentage of total contract amount. The consultant has to furnish the invoice at appropriate stage of work to the Authority so as to make the payment.

| Sl. No. | Milestones of Payment | Percentage |
|----------------|--|-------------------|
| a. | On submission & zoning indicative Industries in the master plan that can be allowed Zone wise in the Bulk Drugs Park | 10% of the fee |
| b. | On submission of Form-I and prefeasibility report, and on approval of ToR | 25% of the fee |
| c. | On Submission of Draft EIA and EMP reports | 25% of the fee |
| d. | On obtaining Environmental Clearance | 30% of the fee |
| e. | On Obtaining CTE (Consent To Establish) from Competent Authority | 10% of the fee |

- ✓ The consultant shall make his own arrangements for all the equipment need for conducting requisite tests at project site

- ✓ Statutory deductions as applicable will be deducted from the gross amount of each bill.
- ✓ SUBLETTING: The assignment shall not be sublet either in full or partial to others or no transfer shall be made by power of Attorney authorising others to receive the payment on consultant's behalf.

4.2.1 Rate of Progress.

The following rate of progress will be required to be maintained by the consultant.

The date of commencement of work is date of signing the agreement.

The consultant shall give separate time schedule for early completion of assignment with accelerated programme. It is imperative that the work progress well ahead of the rate of progress given below.

The period for completion of whole assignment is 8 (eight) months with the following milestones / deliverables.

| Sl. No. | No. of months from the date of signing agreement | Expected deliverables by the consultant |
|---------|--|--|
| 1. | At the end of one months | Submission of zoning plan (indicating the type of industries can be established considering the site location and market potential) |
| 2. | At the end of two month | Submission of Form-1, prefeasibility report, draft ToR for appraisal by committee concerned (MoEF/ SEAC) |
| 3. | At the end of five month | 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) |
| 4. | At the end of seventh month | Obtaining Environmental Clearance |
| 5. | At the end of eighth month | Obtaining CTE from H.P. SPCB subsequent to EC accorded |

Detailed programme shall be prepared in the form of bar chart for various activities of assignment by the consultant keeping in view the total period allocated for the assignment which shall be approved by the authority.

The entire assignment shall be completed within the above period. The consultant shall pay liquidated damages to the Authority at the rate of 2% of contract amount per month subject to maximum of 10% of contract (bid) amount, if the assignment is delayed by the consultant without valid reasons. Authority will deduct the liquidated damages imposed if any from the payments due to the consultant from time to time considering the deliverables fixed for the consultant. Payment of liquidated damages does not affect / alter the consultant's liabilities.

4.2.2 Retention of Money

The authority shall retain from each payment due to the consultant @ 5% of bill amount until completion of whole of the assignment. This retention money will be released to the consultant in the final bill which can be paid after completion of job assigned in full in terms of the conditions of the contract.

POWER OF ATTORNEY TO AUTHORISED PERSON

(On a Stamp Paper of relevant value)

POWER OF ATTORNEY

Name of Assignment: Obtaining Environmental Clearance & CTE to Bulk Drugs Park at Tehsil Nalagarh, Distt. Solan, Himachal Pradesh.

Know all men by these presents, we _____ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. _____ (name and address of the person) who is presently employed with us and holding the position of _____ in our firm as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the Assignment of obtaining Environmental clearance & CTE to Bulk Drugs Park at Tehsil Nalagarh, Distt. Solan, Himachal Pradesh. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Accepted Executant

Attorney Signature

Name & Address

Attested

Witnesses:

Signature (with name and address.)

Note:-

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

LETTER OF APPLICATION

To
The Director of Industries,
Himachal Pradesh,
Bemloe, Shimla – 171001.

Sir,

Sub: Consultancy Services for obtaining Environmental clearance & CTE to Bulk Drugs Park at Tehsil Nalagarh, Distt. Solan, Himachal Pradesh -Bid Document submitted.

Ref: Your Tender Notice No. _____ dated _____

1. In response to your tender cited and being duly authorised to represent and act on behalf of _____ (hereinafter referred to as "the Bidder"), and having reviewed and fully understood all of the requirements and information provided, the undersigned hereby submit our Bid Document for the Assignment with the details as per the requirements of TENDER DOCUMENT for favour of consideration.
2. The Cover 'A' (Enclosure of Bid) enclosed technical proposal (COVER-A) includes the authorization document in the name of authorized signatory and consent letters.
3. I/We have attached Demand Draft of Rs. 50,000 (Rupees fifty thousand only) towards the earnest money which is refundable if not qualified and a non-refundable of Rs 1,000 (Rupees one thousand only) as processing fee.
4. We agree and undertake to abide by all the terms and conditions of Bid Document. Our Bid is consistent with all the requirements of submission as stated in the Bid Document. The information submitted in our Bid is complete and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
5. Our Bid is unconditional and is valid for 90 (Ninety) days from the due date for submission of bids.

Yours faithfully,
(Authorized Signatory)
(Name, Title and seal of Bidder)

BANK GUARANTEE FOR PERFORMANCE SECURITY

To
The Director of Industries,
Himachal Pradesh,
Bemloe, Shimla – 171001.

- (1) In consideration of Department of Industries, Government of Himachal Pradesh (hereinafter referred as the “Department”, which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....having its office at(Hereinafter referred to as the “Consultant” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), an Assignment by issue of Letter of Award No. _____ dated _____ and the same having been unconditionally accepted by the Consultant resulting in a Contract valued at Rs...../- (Rupees.....only) excluding GST for “Consultancy Services for the obtaining Environmental clearance & CFE to Bulk Drugs Park at Tehsil Nalagarh, Distt. Solan, Himachal Pradesh. (Hereinafter called the “Contract”), and the Consultant having agreed to furnish a Bank Guarantee to the Authority as “Performance Security as stipulated by the Authority in the said Letter of Award for performance of the above assignment amounting to Rs/(Rupee _____ only).
- (2) We _____ having registered office at,.....a body registered/constituted under the _____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Authority immediately on demand any or, all money payable by the Agency to the extent of Rs. _____ (Rupees _____ only) as aforesaid at any time up to _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the “Authority” on the bank shall be conclusive and binding notwithstanding any difference between the consultant and the Authority or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Authority discharges this guarantee.
- (3) The Consultant shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for performance of the contract by the Department. The Department shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the consultant and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Authority

and the consultant any other course or remedy or security available to the Department. The bank shall not be relieved of its obligations under these presents by any exercise by the Department of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Authority or any other indulgence shown by the Authority or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

- (4) The Bank also agrees that the Department at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Authority may have in relation to the consultancy's liabilities.
- (5) Notwithstanding anything contained herein,
- a) Our liability under this Bank Guarantee is limited to Rs. _____ (Rupees _____ only) and it shall remain in force up to and including _____ and shall be extended from time to time for such period as may be desired by Department (Department of Industries, Himachal Pradesh) on whose behalf this guarantee has been given.
- b) This Bank Guarantee shall be valid up to _____.
- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Department (Department of Industries, Himachal Pradesh) serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee).

(Signature of the Authorised Official)

(Name & Designation with Bank Stamp)

NOTE:

- (i) The bank guarantee(s) contains the name, designation and code number of the officer(s) signing the guarantee(s).
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.
- (iii) The bank guarantee to be signed by at least two officials of the bank.

AGREEMENT

(To be entered on Rs 100/- NJS Paper)

Name of work: Consultancy services for obtaining Environmental Clearance & CTE to Bulk Drugs Park at Tehsil Nalagarh, Distt. Solan, Himachal Pradesh.

Agreement Bond No: ----- Date: -----

This agreement is made on this ----- day of -----between, Department of Industries, Himachal Pradesh having registered office at Udyog Bhawan, Bemloe, Shimla, Himachal Pradesh – 171001, represented by the Director of Industries, (hereinafter referred as “Authority” on which expression shall where the context so admits include his successors in office and assigns) of the one part.

AND

-----, a constituted company having their registered office at -----
-represented by its _____ (hereinafter referred as “Consultant” on which expression shall mean and include their heirs, executors, administrators, legal representatives and assigns) of the other part.

Whereas the Department is desirous of Environmental Clearance in accordance with the EIA notification 2006 for the Proposed Bulk Drugs Park at Tehsil Nalagarh, Distt. Solan, Himachal Pradesh and decided to engage Environmental Consultant to assist the Department in obtaining Environmental Clearance (EC).

Whereas the Department has invited the Bids from already shortlisted Consultants for this purpose and accepted the bid of ----- being the lowest among others stood at Rs ----- (Rupees-----only) all-inclusive but excluding GST for the completion of assignment.

Whereas the consultant has provided Bank Guarantee for Rs----- (Rupees -----only) vide Bank Guarantee No -----dated from ----- towards performance Security in accordance with the conditions of bid document.

Whereas the Consultant agreed to retain 5% of bill amount in intermediate payments as security for the due fulfilment of contract.

Now it is hereby agreed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the bid document (TENDER DOCUMENT). The

conditions for TENDER DOCUMENT shall be deemed to form and be read and constrained as part of this Agreement.

2. In consideration of the payment to be made by Authority to the consultant as hereinafter mentioned, the consultants hereby covenants with the Authority to execute and complete assignment in conformity with the provisions of the contract.
3. The Department hereby convents to pay the consultancy fee to the consultant, in consideration of assignment, completed in terms and in the manner prescribed by the contract.
4. Time shall be considered as the essence of the Agreement and the consultant hereby agrees to commence the work within 15 days of this agreement is accepted by the Authority and to complete the assignment in 8 (eight) months from the day of signing the agreement and to show the progress as defined in the tabular statement under "Rate of Progress"

IN WITNESS WHEREOF the parties here to have caused their respective common seals to be here into affixed (or have hereinto set their respective hands and seals) the day and year first above written

Signed, sealed and delivered

By the Said

By the Said

Authorised Signatory
On Behalf of the Consultant

On Behalf
of the Department
Name & Designation

Name & Address
In the presence of witness
(Name & Address)

- 1.
- 2.

Cover-B

SECTION-V

**FORMATS FOR SUBMISSION OF PROPOSALS
FINANCIAL BID**

On the letter head of the bidder

Sir,

Sub: Consultancy Services for obtaining Environmental Clearance & CTE to Bulk Drugs Park at Tehsil Nalagarh, Distt. Solan, Himachal Pradesh – Financial Bid – Submitted.

Ref: Your Tender No. _____ dated _____.

1. I/We, the undersigned offer to provide the Consultancy Services for the above mentioned Assignment in accordance with the terms and conditions contained in the Bid Document.
2. Our all-inclusive Bid Amount being the fee for the whole Assignment, except GST, is Rs..... (Rupees.....only).The quoted amount as above exclusive of applicable GST but inclusive of all overhead, incidentals, cost of site visits, travel expenses in attending the appraisal committee meetings, liaisoning with the office of competent authority, printing cost of documents (Reports etc. complete)
 - a) All Inclusive Amount: INR_____ (Rupees _____only)
 - b) GST on the above amount (a): INR._____(Rupees __only)
3. Our bid is unconditional and valid for 90 (Ninety) days from the due date for submission of bid.
4. Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations up to expiration of the validity period of proposal i.e., 90 (Ninety) days from the due date for submission of bid
5. I/We undertake, if our proposal is accepted, to initiate the consultancy service related to the assignment on the next day of concluding agreement with the authority.

6. I/We also understand that you are not bound to accept any proposal you receive. The quoted amount as above exclusive of applicable GST but inclusive of all over heads, incidentally cost of site visits, travel expenses in attending the appraisal committee meetings, liaisoning with the office of competent authority, printing cost of documents (reports) etc complete.

Yours faithfully,

Signature: _____

Full Name: _____

Designation: _____

Address: _____

(Authorized Representative)

Annexure II

Summary of Permanent Key Professionals

| Sl. No. | Name and Designation | Experience In completed Years | Educational/ Professional Qualifications | Number of Years with the Present Employer | Areas of specialization |
|---------|----------------------|-------------------------------|--|---|-------------------------|
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