

TENDER DOCUMENT

SUBJECT: Consultancy work for getting Environmental clearance (EC)/ Amendments to Environmental clearance from MoEFCC for the proposed New Projects at SAMEER KhargharNavi Mumbai

TENDER NO. : SMR/MANT/GN069/2022L /PT

DUE ON : 05/05/2022

EMD : Rs. 24000/-

TENDER FEE: Rs.500/- plus 18% GST (No tender fee, if the tender document is downloaded from our website or CPPP.)



प्रायोगिकसूक्ष्मतरंगइलेक्ट्रॉनिकीइंजीनियरीतथाअनुसंधानसंस्था
आईआईटीकैंपस, पवई, मुंबई 400076. फोन: 022 25723030/7221
फैक्स : 022 25723254

**SOCIETY FOR APPLIED MICROWAVE ELECTRONICS ENGINEERING &
RESEARCH, IIT CAMPUS, POWAI, MUMBAI 400 076.**

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WEB SITE : www.sameer.gov.in E-mail : purchase@sameer.gov.in

SOCIETY FOR APPLIED MICROWAVE ELECTRONICS ENGINEERING & RESEARCH

NOTICE INVITING TENDER (Abridged)

NIT No.:-SMR/MANT/GN069/2022 L/PT

Dated:

1. Sealed tenders are invited on behalf of the Director, SAMEER from eligible contractors for the following work:

Name of work	Consultancy work for getting Environmental clearance (EC)/ Amendments to Environmental clearance from MoEFCC for proposed New Projects at SAMEER, Kharghar Navi Mumbai
Estimated cost of the work	Rs.12.00 Lakh
Earnest money	Rs.24,000.00
Period of completion	7 months
Cost of tender documents	Rs.500/-plus 18% GST
Last date of issue of tender from the Office	05/05/2022
Dates of availability of Tender Documents for download	18/04/2022
Date of Pre-bid Meeting	25/04/2022
Last date and time of submission of tender	05/05/2022
Date and time of Opening of Tender	06/05/2022
Performance Guarantee	3% of Tendered value.

2. The complete application form and tender documents can be purchased or downloaded from our web site www.sameer.gov.in. The contractor shall submit the downloaded tender documents in the manner detailed in the enclosed NIT.

3. The price bid (envelope 2) will be opened only of those tenderers, who are found finally eligible. Issue of tender documents by SAMEER does not ipso-facto mean that the contractor is eligible to tender.

4. If there happens to be a holiday on any date mentioned above, the above dates shall stand extended to the next working day.

5. Tenders shall neither be issued by post nor will they be received by post.

6. The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
 7. Participation in Public Tender Opening will be STRICTLY via ONLINE VIRTUAL PLATFORM. The vendors interested must fill the ONLINE FORM available at <https://www.sameer.gov.in/tenders.asp#page> two working days before the tender opening date. On the day of tender opening, virtual meeting link will be provided through mail to the vendors who have registered for participating in the tender. Only the vendors who have submitted the offer can participate in the online tender opening. The link for registration for online participation is <http://publictender.sameer.gov.in/>. It will be assumed that those Vendors who did not fill in the form are not interested in joining the Tender Opening Process.
 8. Tenders/Bids should be dropped in **Tender Box** only. Tender received via email, fax and **Late Tenders will** not be considered.
 9. Unsuccessful bidders will **not be formally informed** of the result of their tender.
 10. Only **Technical Bid (Envelop I)** will be opened on the next day of the due date. The Price Bids of the technically short listed tenderers will be opened at a later date with intimation to the short listed tenderers.
 11. **Date and Timing for opening Tender** : Next working day after due date.
 12. A prospective bidder, who intends to participate in the pre-bid meeting should mail his/ her query to purchase@sameer.gov.in, at least two working days before the date of the pre-bid meeting. Clarifications on the points discussed in the pre-bid meeting will be published on our website www.sameer.gov.in.
- 15. Corrigenda/Addenda:** Corrigenda/Addenda, if any, to this tender will be published on our website www.sameer.gov.in. The bidders are advised to check our website, before submitting the bid.

Registrar

Society for Applied Microwave Electronics Engineering and Research

IIT Campus, Powai, Mumbai

DETAILED NOTICE INVITING TENDER

SECTION I

1.0 Sealed tenders are invited on behalf of the Director, SAMEER from approved and eligible on behalf of the Director SAMEER invites item rate tender (in two bid) from eligible contractors for the work of "Consultancy work for getting Environmental clearance (EC)/ Amendments to Environmental clearance from MoEFCC for proposed New Projects at SAMEER KhargharNavi Mumbai," The details are given below.

1.1 The following conditions shall be considered for qualifying the consultants for bidding.

- a) **The consultants should have accreditation from QCI-NABET in appropriate class.**
- b) The consultants should have preferably worked with a Government department, preferably in Maharashtra, for environmental clearance work.
- c) The consultants should have obtained Environmental Clearance for projects having site area of more than 6 Hectares.
- d) The consultants preferably have in house staff having experience in ECBC compliance works [the in-house ECBC (Energy Conservation Building Code) master trainer would be preferable).
- e) The consultants should have provided environmental consultancy services in India for at least past five financial years prior to the year ending 31st March 2022.
- f) The consultants must be accredited in handling EIA, SEIAA for building construction projects and area development projects.
- g) The consultants should have experience in environmental compliance audit.
- h) The prospective consultants must establish that they possess technical experience of having successfully completed as "Single Business Entity". No joint ventures / Consortiums shall be allowed. The applicant should have satisfactorily completed the works as mentioned below during the last **seven years ending previous day of last date of submission of tenders.**

Three similar works each costing not less than **Rs.4.80 lakh**

or

Two similar works each costing not less than **Rs.7.20 lakh**

or

One work similar costing not less than **Rs. 9.60 lakh**

Important Note:-Similar work shall mean getting Environmental clearance from statutory/ Govt. bodies like MoEFCC. Cost of work shall mean consultancy fee of the work. This should be certified by an officer not below the rank of Executive Engineer or equivalent. The value of executed works shall be brought to the current costing level by enhancing the actual value of work at a simple rate of 7% per annum; calculated from the date of completion to the last date of receipt of applications for tender.

i) Profit/loss: The bidder should not have incurred any loss (profit after tax should be positive) in more than two years, as shown during last five available consecutive balance sheets, duly audited and certified by the Chartered Accountant.

j) Solvency Certificate: Solvency of the amount equal to 40% of the Estimated Cost put to tender (ECPT).

k) The tenderer should have sufficient number of Technical and Administrative employees for the proper execution of the contract. The applicant should submit list of qualified and experienced personnel stating clearly how those would be deployed for execution of works. The tenderer must have the following staff: -

1.	Environmental Expert	Minimum 5 years of Experience in handling environmental aspects of building construction and area development projects
2.	Project Manager	Minimum 5 years of experience in obtaining environmental clearance of building construction and area development projects in Maharashtra. Should have experience in coordinating with EAC (MoEFCC), MPCB, ULBs etc.
3.	Environmental Modelling Expert	Minimum 5 years of experience in environmental modelling and predictions of impacts
4.	ECBC Master Trainer	Minimum 5 years of experience in working on ECBC and assignments and must have experience in ECBC training

Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services or works only if they are registered with the Registration Committee, constituted by the Department of Promotion of Industry and Internal Trade (DPIIT). A valid registration certificate is to be attached. "Bidder from a country which shares a land border with India" means: -

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

The Successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India, unless such contractor is registered with the Registration Committee, constituted by the DPIIT.

1.2 The financial bid (envelope 2) will be opened only for those tenderers who are found finally eligible after opening of envelope. Issue of tender documents by SAMEER does not ipso-facto mean that the contractor is eligible to tender.

1.2.1 To become eligible for issue of tender, the tenderer shall have to furnish an undertaking as under: -

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in SAMEER in future forever. Also, if such a violation comes to the notice of Department before date of start of

work, SAMEER shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee. **(A copy of the undertaking duly signed & sealed on letter head of the bidder to be enclosed with technical bid).**

2.0 Agreement shall be drawn with the successful tenderer on prescribed Form No. CPWD 7/8 which is available as a Govt. of India Publication, also available on website www.cpwd.gov.in. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement. In case Tender Documents are downloaded from the SAMEER Website they should be properly bound and sealed.

3.0 Information and Instructions for tenderers posted on website shall form part of tender document.

4.0 The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen on website www.sameer.gov.in.

5.0 The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can either be downloaded from the SAMEER website www.sameer.gov.in or be purchased from Accounts Section, SAMEER, IIT CAMPUS, POWAI, MUMBAI 400 076, between 11.00 hours & 16.00 hours from the date of issue of the NIT to the last day of the sale of the bid document, on all working days, on the payment of Rs.500.00 (Rs. Five Hundred only) plus 18% GST as cost of tender (Non-refundable) in cash. **The tender document may be downloaded from our website free of cost.**

6. Tenders shall be accompanied with **Earnest Money of Rs. 24000/-**, as fixed deposit receipt of a scheduled bank or demand draft/ banker's cheque of a scheduled bank issued in favour of SOCIETY FOR APPLIED MICROWAVE ELECTRONICS ENGINEERING& RESEARCH, having validity for 3 months or more from the last date of receipt of tenders.

6.1 Firms which are registered with Ministry of Electronics and Information Technology (MeitY) or All MSEs having registration as per provisions of the MSME Policy i.e. registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or UdyogAadhaar Memorandum or any other body specified by Ministry of MSME are also exempt from payment of EMD. Proof of valid registration should be attached along with the Technical Bid, failing which the Tender will be rejected.

7. Submission of tender:

The tender shall be submitted in the following manner: -

Earnest Money, proof of paying the cost of tender document (if the tender document is purchased from Accounts Section, SAMEER, Mumbai) and eligibility documents (mentioned in para 19 below) shall be placed in envelope 1, which should be sealed and marked as "Earnest money and eligibility documents".

The price bid shall be placed in envelope-2, which should be sealed and marked as "Price Bid".

The envelope no. 1&2 shall be placed in another envelope, which should be sealed.
All the three envelopes shall be superscripted with following: -

- (i) Name of work and tender no.
- (ii) Name of tenderer
- (iii) Last date of receipt of tender

Any correction/alteration in the price bid should be properly attested, under the signature of the bidder.

8.1 The successful bidder has to give Performance Security Deposit in the form of an Account Payee Demand Draft / Fixed Deposit Receipt from an Indian commercial bank / Bank Guarantee from an Indian commercial bank / a counter Letter of Credit (LC) from our bankers (in case of foreign order), for **3 %** of Order Value, immediately after receiving the purchase order. Performance Security should remain valid for a period of sixty days beyond the date of all contractual obligations including warranty obligations.

8.2. Successful tenderers Performance Security will be forfeited if the purchase order / contract is not executed as per the terms and conditions mentioned therein.

8.3. Performance Security Deposit without any interest will be returned only after complete execution of purchase order (including warranty period), as per purchase order 's terms and conditions.

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

9.0 The competent authority on behalf of the Director SAMEER does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.

Note: In case the eligibility credentials are not found in order at any stage i.e. before award of work or during execution of the work or after completion of the work, the contractor will be debarred from tendering in SAMEER for three years including any other action under the contractor existing law.

10. Canvassing whether directly or indirectly, in connection with tenders, is strictly prohibited and the tenders, submitted by the contractors, who resort to canvassing, will be liable to rejection.

11. The competent authority on behalf of SAMEER reserves with himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

12. The company or firm or any other person shall not be permitted to tender for works in SAMEER if near relative (s) of any employee of SAMEER having official dealing with him/her is working or having stake in that firm or company. Near relative (s) for this purpose is/are defined as:

- (i) Member of Hindu Undivided family (HUF).
- (ii) They are Husband and Wife.
- (iii) The one is related to other in the manner as father, mother, son(s) & Son's wife (daughter-in-law), Daughter(s), Daughter's husband (son-in-law), brother(s), brother's wife, sister(s), sister's husband (brother-in-law).

13. No Engineer of gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India or equivalent employee of SAMEER is allowed to work as a contractor or his employee for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.

14. The bid for the works shall remain open for acceptance for a period of seventy five (75) days from the date of opening of bids in case of single bid system/ sixty (60) days from the date of opening of technical bid in case bids are invited on 2 or 3 bid system. If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then SAMEER shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money. Further the bidders shall not be allowed to participate in the rebidding process of the work.

15. This notice inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-

a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

b) Standard C.P.W.D. Form 7/8 (2008) or other Standard C.P.W.D. Form as applicable.

16. The contractor whose bid is accepted will also be required to furnish either copy of applicable license/registration or proof of applying for obtaining labour licenses, registration

with EPFO, ESIC and BOCW welfare Board including Provident Fund Code No., if applicable and also ensure the compliance of aforesaid provisions by the sub-contractors, if any engaged by the Contractor for the said work and Programme Chart (Time and Progress) within the period specified in Schedule F.

17. The contractor has to submit the invoice (Running/ final bill of quantities) along with his / their GSTN registration Number & also that of SAMEER. Invoice shall be submitted as per GST Act. Payment to the contractor shall be made only after the receipt of the Invoice with GSTN.

18. Clauses No. 28 of conditions of contract i.e. "ESCALATION" will not be applicable in this contract since the duration of contract is less than 18 months.

19. LIST OF DOCUMENTS TO BE submitted

A. Financial Turn Over certified by CA.

B. List of similar works completed in last 7 years indicating: i) Agency for whom executed ii) Value of Work, iii) Stipulated and actual time of completion.

C. List of works in Hand indicating: i) Name of work, ii) Agency, iii) Value of Work, iv) Stipulated time of completion / present position.

D. List of Technical Staff.

E. QCI-NABET CERTIFICATE

F. Environmental Clearance certificate site area more than 6 Hectares.

G. Experience Certificate for ECBC Compliance Works

H. EIA & SEIAA certificate for building construction projects and area developments works.

I. Experience Certificate for environmental compliance audits.

J. Certificates:-

- i. Registration certificate, if any.
- ii. Certificates of Work Experience / Performance Certificates.
- iii. GST (Goods and Services Tax) Registration Certificate.
- iv. A copy of PAN (Permanent Account Number)

K. Undertaking that the eligible similar work(s) have not been executed through another contractor on back to back basis.

L. EMD.

M. Undertaking for having gone through the documents as per Technical Bid.

N. Undertaking for downloading the Pre-bid clarifications issued by the Department after close of sale of tenders as indicated in the Technical Bid.

SECTION II

SCOPE OF WORK: -

The scope of work shall include following tasks:

1. Project Initial Meeting with client & Reconnaissance Survey for complete understanding of the proposal.
2. Generation & Compilation of required / suitable forms such as Form 1, Form 1A, etc., and preparation of consolidated statement and conceptual plan as per the requirements of MoEFCC and submission of the same.
3. Submission of application and obtaining Terms of Reference (ToR) from MoEFCC or concerned authorities.
4. Generation & Compilation of required information and preparation of complete set of documents and submission to SEAC and MPCB or concerned authorities.
5. Collection of baseline data including primary survey, secondary data collection and air quality modelling after grant of TOR.
6. Conducting any other required studies as per ToR.
7. Processing of collected data and generation of report.
8. Prediction and Assessment of Environmental Impacts (Input from modelling software and techniques).
9. Preparation of EIA Report considering requirements mentioned in ToR and any other requirements as per requirement of MoEFCC.
10. Development of Environment Management Plan.
11. Preparation and Submission of required documents to MoEFCC.
12. Preparation of Technical Presentation.
13. Presentation to EAC, at their respective offices.
14. Follow up for obtaining Environmental Clearance.
15. Any other activities required for getting Clearances / obtaining EC.
15. Preparation of half yearly reports including collection of data and submission of same, until the completion of validity of the Environmental Clearance (anticipated validity is for 7 years).

Deliverables:

1. Site Reconnaissance;
2. Submission of Terms of Reference (ToR) Application set to EAC;
3. Obtaining ToR from MoEFCC;
4. Conducting baseline survey (primary/secondary data collection) etc;
5. Submission of final EIA Report to EAC;
6. Completion of Technical Presentations to client and EAC;
7. Obtaining Environmental Clearance from MoEFCC or concerned authorities;
8. Submission of half yearly reports until the completion of validity of the Environmental Clearance (anticipated validity is for 7 years).
- 9.

DETAILED SCOPE OF WORK

A] The agency has to assist in all stages of the Environmental Clearance process as given in the EIA Notification dt. 14th Sept. 2006, as amended from time to time.

This comprises of following stages:

1. Preparation and submission of application for grant of Terms Of Reference in prescribed form viz. Form I&IA and other documents to SEAC
2. Presentation on the project to SEAC Maharashtra for approval of TOR
3. Baseline Monitoring for various environmental parameters during non-monsoon period, collection of required secondary data , conducting surveys
4. Preparation and submission of Environmental Impact Assessment Report and submission to SEAC -II/SEIAA for obtaining Environmental Clearance Technical Presentation before SEAC-II officials and recommendation for grant of EC
5. Technical Presentation before SEIAA, and follow up until grant of Environmental Clearance by SEIAA

STAGE I: SCOPING

1. Preparation of prescribed form viz. Form I&IA & other documents.
2. Preparation of Terms of Reference for carrying out Environmental Impact Assessment.
3. Submission of these documents to SEAC/SEIAA.
4. Presentation to & discussions with SEAC/SEIAA officials till approval of scope of work for EIA by state level expert appraisal committee.

STAGE II – CONDUCTING BASELINE MONITORING

Approach and Methodology

In order to establish the environmental status of the proposed project site, baseline data collection will be carried out at the proposed site. This will include Water, Air, Noise, Land, Ecology and Biodiversity, Socio - Economic Studies etc.

Primary data will be generated as per following:

a) Water Quality

Baseline water quality sampling will be carried out to establish quality of ground/surface water, particularly with reference to establishing quality of drinking water and quality of water in study area. Water samples will be collected and analyzed for various parameters as indicated by Indian Standards, depending upon end use of water.

b) Air Quality

Air quality data will be collected to establish the existing air quality at the site and its vicinity (i.e. impact zone). Frequency & parameters for air quality analysis will be selected as per CPCB guidelines. Major air polluting activities within the study area will be identified.

c) Noise Quality

Ambient noise level measurement will be carried out to ascertain baseline noise level. Monitoring will be carried out for night-time and daytime noise levels and reported as Leq values, at relevant sites near human habitation. Major noise sources in the impact zone will be identified.

d) Land Use

Studies will include establishment of land use pattern by using latest satellite imagery to ascertain land use, drainage pattern within site and in 10 km study area.

e) Ecology and Biodiversity

The study will include qualitative assessment of flora and fauna within site and study area. Faunal and floral species observed shall be identified for their conservation status as per Wildlife Protection Act, 1972 and Botanical Survey of India respectively. Impact of project activities on ecology and biodiversity shall be stated and mitigation measures thereof will be suggested.

f) Socio - Economic Studies

This will include demographical studies (population density), establishment of socioeconomic profile (income patterns, employment patterns). Primary survey will be carried out to identify quality of life of nearby populace, and their needs and aspirations in order to ascertain the forward path for CER to be undertaken by the company. Secondary data will be sourced from Census/Health Department as needed.

STAGE III - EIA REPORT PREPARATION

Environmental Impact Assessment will be carried out for the proposed project on the basis of as per prevailing Guidelines of MoEFCC. The EIA report will cover various environmental aspects of the proposed project and will include Environmental Management Plan. While preparing the EIA report, following points will be taken into consideration, wherever applicable.

1. To study/review all available data on proposed site/project.
2. Identification of project activities, during various stages of project which will have significant impact on the environment, so as to decide physical, chemical, biological and socio-economic parameters for further study.
3. Identification of impact zone for the proposed project.
4. Collection/generation of data of various environmental parameters in the impact zone to establish baseline environmental status.
5. Compilation and analysis of all primary and secondary data for completion of study.
6. On the basis of baseline studies and data generated/collected, a draft EIA report will be prepared covering identification of impacts during construction and operation stages, prediction of parameters likely to be impacted and identify magnitude of impact.
7. Delineation of an Environment Management Plan to mitigate long term adverse impact (if any).
8. Draft EIA Report will be submitted to client for the approval.

STAGE IV: APPROVAL FROM SEAC - II FOR OBTAINING ENVIRONMENTAL CLEARENCE

1. Preparation of applications in prescribed Forms I&IA along with annexure, flow sheets, notes etc.
2. Discussions with concerned officials, presentation before State Level Expert Appraisal Committee (SEAC II) Maharashtra.
3. Preparation of replies to queries raised by the Committee & required technical assistance till receipt of approval/recommendation.

STAGE V: GRANT OF ENVIRONMENTAL CLEARENCE FROM SEIAA

1. Presentation & discussions with SEIAA officials for getting approval
2. Technical assistance during the Authority meeting.
3. Preparation of replies to SEIAA queries raised by the authority if any.
4. Necessary follow up till receipt of Environmental Clearance.

B] SCOPE OF WORK FOR OBTAINING CONSENT TO ESTABLISH:

1. Preparation of applications in prescribed format for Consent to Establish including preparation of necessary flow sheets, diagrams, water balance and Pollution control adequacy and status report etc.
2. Submission of the applications on your behalf, discussions with concerned officials, technical assistance during site inspections and during the consent committee meeting.
3. Advising you in preparation of replies and other submissions till receipt of Consent to Establish under the Water Act 1974, the Air Act 1981 and HW (MH & TM) Rules 2016.

C] SCOPE OF WORK FOR OBTAINING FIRST CONSENT TO OPERATE

1. Preparation of applications in prescribed format for Consent to Operate including preparation of necessary flow sheets, diagrams, water balance and Pollution control adequacy and status report etc.
2. Submission of the applications on your behalf, discussions with concerned officials, technical assistance during site inspections and during the consent committee meeting.
3. Advising you in preparation of replies and other submissions till receipt of Consent to Operate under the Water Act 1974, the Air Act 1981 and HW (MH & TM) Rules 2016.

D] SCOPE OF WORK FOR SUBMISSION OF HALF YEARLY COMPLIANCE REPORT (EC COMPLIANCE)

1. Quarterly Monitoring and analysis of Air, Water, Soil & Noise levels at aforesaid development as per the conditions stipulated in the Environmental Clearance letter received by the SEIAA to be conducted as below :
 - Ambient Air Quality Monitoring (PM 2.5, PM10, Sox, NOx, CO) one sample at one location once every six months.
 - Ambient Noise level Monitoring at periphery of construction site once in six months.
 - Drinking Water Analysis (as per IS:10500 Standard) - nearest well or labor camp.
 - Ground Water Monitoring - nearest well 1 sample if available at site.
 - Soil Monitoring – 1 Sample once every Six month at site.
 - Stack Emission & Noise level Monitoring of One DG Sets every Six Month.
2. Preparation of half yearly report for submission to The Regional Office of MOEF/Zonal office of CPCB/State Environment Department /MPCB as per EC condition requirement.

E] DOCUMENTATION:

10 copies of each of the following documents as required during the clearance process:

1. Application Form I&IA along with annexure at SEAC/ SEIAA.
2. Technical Presentations at SEAC/SEIAA.
3. Final EIA Reports for submission to SEAC/SEIAA.

SECTION III

Schedule of Payment

The following shall be the schedule of payment:

- 20% of the fee mentioned at S. No. 1 of the Price Bid will be paid after the submission of the application in prescribed form with the concerned authority.
- Another 20% of the fee mentioned at S. No. 1 of the Price Bid will be paid after the collection of the baseline data and secondary data and their submission to the concerned authority.
- Remaining 60% of the fee mentioned at S. No. 1 of the Price Bid will be paid after the environmental clearance is received.
- The fee mentioned at S. No. 2 of the Price Bid will be paid proportionately, on half yearly basis after the satisfactory submission of the half yearly report.

Compliance with Laws

During the performance of the work, the Contractor shall comply with the applicable laws, rules and regulations of the Central and /or State Government or their regulating bodies or any other local authorities as applicable. The Contractor shall on demand provide all certificates to SAMEER.

Observance of Labour Laws

The contractor shall observe and abide by all the labour laws, rules and regulations prevailing in the country including the Contract Labour Act, 1971.

Safety and Security

The contractor shall comply with safety and security rules and regulations and other laid down procedure of SAMEER. It shall be the duty/responsibility of the contractor to ensure compliance with fire safety, security and other operational rules and regulations by contractor's workers.

Liquidated Damages

Time is the essence of the contract. Contractor has to make all possible efforts to adhere to the overall time limit stipulated for the complete work. If the contractor fails to complete the work assignment within the stipulated period of completion, SAMEER, without prejudice to any other right or remedy available may at its discretion, recover from the contractor liquidated damages by way of penalty, for the delay attributable to the contractor, a sum calculated at the rate of ½ % (half percent) of the fees for each week's delay or part thereof, subject to a maximum of 5 % (five percent) of the Fees.

In case the progress of the work is not found satisfactory, SAMEER may terminate the whole contract and/or a portion or part of the work thereof as required and assessed by it and arrange the remaining work to be carried out by any party, at the risk and cost of the contractor.

In the event SAMEER, because of circumstances beyond its control, cannot make available / provide the total work as scheduled for execution as mentioned in the tender document or job order, during/before the execution of the work, it shall not be binding on SAMEER to pay claims of the contractor towards any losses incurred by the contractor.

Jurisdiction

The resultant contract shall be interpreted under the Indian Laws and will be subject to the jurisdiction of the courts, located at Mumbai.

Arbitration

All arbitration disputes shall be decided upon by the nominee of SAMEER appointed by Director General, SAMEER and his decision will be final and binding on both the parties

SECTION IV

PRICE BID

The consultancy fee is required to be quoted as per the following format.

Sr.no.	Description of Assignment/Job	Amount in Rs.
1	Fee for “Consultancy work for getting Environmental Clearance (EC)/ Amendments to Environmental Clearance from MoEFCC for proposed New Projects at SAMEER, Kharghar, Navi Mumbai, excluding the fee for Preparation of half yearly reports including collection of data and submission of same and statutory scrutiny fees”	
2	Fee for preparation of 14 half yearly reports including collection of data and submission of same	
3	Applicable GST @ 18 %	
	Total Cost	

Vendor’s Signature:

Seal: