

HLL Lifecare Limited (HLL)
(A Government of India Undertaking)

Invites

Request for Proposals (RFP)

for

Selection of a Consultant for
Obtaining Environmental Clearance and Pollution Control Approvals for
Medipark at Chengalpattu, Tamilnadu

November 2016

HLL Lifecare Limited, TICEL Biopark Campus
Module – 013/014/015, CSIR Road, Taramani, Chennai- 600 113
Mobile: 98404 11475, Fax: 044 – 22540101
email: ravindra.s@lifecarehll.com

DISCLAIMER

1. The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of HLL or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is not an agreement and is neither an offer nor invitation by HLL to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by HLL in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
3. Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. HLL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
4. HLL, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.
5. HLL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.
6. HLL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

7. The issue of this RFP does not imply that HLL is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and HLL reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

8. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by HLL or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation for submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

1.0 Background

1.1 Background

HLL Lifecare Limited, a mini-ratna Public Sector Undertaking of Govt. of India is developing a world class industrial park exclusively for the manufacturing of Medical Devices and Equipment. The facility is coming up in an area of 330.10 acres near Chengalpattu shall be self-contained with comprehensive plug and play infrastructure, common facilities and amenities, social infrastructure and allied support services to provide an enabling eco-system for hi-tech manufacturing in medical devices and equipment.

1.2 Objectives

HLL proposes to engage a consultant to obtain the environmental approvals for the project. The objective of the study is to obtain Environmental Clearance and other pollution related approvals to the project as per the guidelines of EIA notification 2006/2009/2102.

1.3 A firm will be selected under Quality and Cost Based Selection (QCBS) system and procedures described in this RFP.

1.4 A shortlisting of consultants of Tamilnadu as accredited by MoEF, Govt. of India as presented below for whom the RFP is being issued.

S. No.	Name of the Consultant
1	ABC Techno Labs India Private Limited (formerly known as ABC Environ Solutions Pvt. Ltd.)
2	Aadhi Boomi Mining and Enviro Tech Private Limited (formerly known as Suriya Mining Services.)
3	Cholamandalam MS Risk Services (CMSRS)
4	Eco Services India Private Limited
5	Eco Tech Labs Pvt. Ltd.
6	Enviro Care India Private Limited
7	Environmental System Consultants & Ambiente Lab Solutions Pvt. Ltd.
8	Green Chem Solutions Pvt. Ltd.
9	Hubert Enviro Care Systems

1.5 The RFP includes the following documents:

Section 1 – Background

Section 2 – Information for Consultants (including Data Sheet)

Section 3 – Terms of Reference

Section 4 – Technical Proposal – Standard Forms

Section 5 – Financial Proposal- Formats

Section 6 – Form of Contract

2.0 Information for Consultants

2.1 Clarification & Amendment to RFP

- 2.1.1 Consultants may request a clarification on the RFP document up to the number of days indicated in the Data Sheet. Any request for clarification must be sent in writing by Email/FAX/POST to the address indicated in the Data Sheet. The Client will respond to such requests and will issue a consolidated clarification mentioned in the Data sheet. The Consultants are advised to go through such clarifications if any prior to submitting the proposals.
- 2.1.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consulting firm, may modify the RFP documents by amendment. The amendment, if any, shall be issued through an addendum. The Consultants are advised to go through such clarifications before submitting the proposals.
- 2.1.3 The Client may, at its discretion extend the deadline for the submission of Proposals. The Client also reserves the rights, without any obligation or liability, to accept or reject any or all the Proposals at any stage of the process, to cancel or modify the process or any part thereof or to vary the terms and conditions at any time without assigning any reason thereof.

2.2 Eligibility Criteria

- 2.2.1 As part of the evaluation, the Applicant should fulfil the Minimum Qualification Criteria. In case, an Applicant does not fulfil the Minimum Qualification Criteria, the Proposal of such Applicant shall summarily be rejected.

Sl. No	Criteria	Minimum Qualifications
1	General Criteria	The Bidder should be a Company / Firm registered in India with a track record of providing consulting/ advisory services for at least 5 years as on March 31, 2016. The consultant should have the experience of working on the consultancy assignments for similar projects.
2	Technical Criteria	In the last 5 years, the Bidder should have: <ul style="list-style-type: none">i. Worked on similar assignments with specific focus on industrial parks, SEZs, industrial estates, area development projects etc.ii. Prepared EIA reports for at least five projects in the Industrial Infrastructure segment comprising of industrial parks, industrial estates, SEZs, (non-IT), Industrial Corridor, and Industrial Regions, etc.iii. Obtained environmental clearance for atleast one similar assignments for any state/central agencyiv. The consultant shall have a minimum strength of 15 consulting staff

3	Financial Criteria	The Bidder should have an average turnover of minimum Rs. 5 Cr during the last 3 years. Audited balance sheets should be submitted in proof of the same
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2.3 Pre-Bid Meeting

- 2.3.1 A pre- bid meeting will be held at the time and place specified in the Data Sheet to clarify the issues, if any, and to answer questions on any matter that may be raised at that stage.
- 2.3.2 No separate invitation/ intimation will be issued to any bidder to participate in pre-bid meeting.

2.4 Preparation, Submission, Receipt and Opening of the Proposals

- 2.4.1 Consultants are requested to submit the proposal as single packet system in one envelope.

Outer Envelope	Technical Proposal + Financial Proposal
Technical Proposal	Draft towards Processing Fee + Technical Proposal
Financial Proposal	Financial proposal (Separately sealed envelope)

- 2.4.2 The original Proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the person or persons who sign(s) the Proposals.
- 2.4.3 The proposal shall be submitted in English language.
- 2.4.4 Technical Proposal: While preparing the Technical Proposal, Bidder must give particular attention to the following:
- The composition of the proposed Team and Task Assignment to individual personnel shall be clearly stated (Section-4)
 - The deliverables as per the scope of work requires multidisciplinary team with experience and expertise. It is anticipated that the preferred consultant shall put in manpower support for timely completion of the assignment.
 - The key personnel's suggested in the RFP should be deployed appropriately for the assignment. In the event the any of the Key personnel is to be replaced for reasons beyond the control of Company, a prior approval is to be taken from HLL with the profile of the candidate which should meet the criteria specified in this RFP.
 - A CV shall be summarily rejected and no marks will be allotted for the same if the educational qualification of the key personnel proposed does not match with the minimum requirement as provided in this RFP document.
 - The client reserves the right to ask for proof of age, qualification and experience at any stage of the project.

- 2.4.5 An authorized representative of the consulting firm shall initial all pages of the Proposal. The representative's authorization is confirmed by a written Authorisation / Power of Attorney accompanying the Proposal.
- 2.4.6 For each Proposal, the Consultants shall prepare the number of copies indicated in the Data Sheet. Proposal should be marked "Original" or "Copy" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original Proposal would govern.
- 2.4.7 The Bidder shall enclose the Non-refundable Fee towards processing fee as mentioned in the Data Sheet drawn in favour of "HLL" payable at Chennai and should submit the same along with their Technical Bid.
- 2.4.8 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal" and all copies of the Financial Proposal in a sealed envelope clearly marked "Financial Proposal". The sealed envelopes should also bear the name of the Firm and name of the assignment. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the Name & address of the Firm, submission address and other information indicated in the Data Sheet and clearly marked, ***"Obtaining Environmental Clearance and Pollution Control Approvals for Medipark at Chengalpattu"***
- 2.4.9 The completed Proposal must be delivered at the submission address on or before the time and date stated in the Data Sheet through Speed Post / Courier / Registered Post only.
- 2.4.10 **VALIDITY OF PROPOSAL:** The proposal must be valid for the number of days stated in the Data Sheet from the last day of submission during which the Bidder must maintain available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations at the location stated in the Data Sheet within this period.
- 2.4.11 After the deadline for submission of proposals the Technical Proposal shall be opened immediately before the Evaluation Committee.
- 2.4.12 The Financial Proposal of only the technically qualified bidders shall be opened by the Evaluation Committee in presence of bidders those who chose to remain present. Financial Proposals of non-qualified shall be returned back unopened.
- 2.4.13 The following documents are required to be submitted along with the Technical Bid.
- Copies of the Experience/completion certificate in support of the qualifying parameters, for the similar work executed during the last five financial years.
 - Self-attested copy of the Audited Balance Sheet/ Profit and loss account duly certified by Chartered Accountant with his membership number clearly specified in support of the qualifying parameter of minimum Annual Financial year (2001-12, 2012-13, 2013-14, 2014-15, 2015-16).
 - Self-attested copy of PAN CARD.
 - Self-attested copy of Service tax registration.
- 2.4.14 The parties will be required to produce Original copies of the above documents on request of HLL for verification. Offers of the Consultants who fail to produce the original documents for our verification on the specified date and time are liable for rejection.

- 2.4.15 Conditional Proposals shall be summarily rejected.
- 2.4.16 The decision of HLL to accept or reject any offer of a Bidder shall be final. In this regard, no correspondence shall be entertained by HLL.
- 2.4.17 In the event of HLL's office remaining closed on the scheduled dates for any unforeseen reason, the offer shall be received up to 16.00 hrs. on the next working day of HLL.
- 2.4.18 **Cost for preparation and submission of Bids:** The Bidder shall prepare the offer at his/ its/their own risk and shall bear all time cost for preparing and submitting his/its/their offers, as well as all other cost for the work and HLL shall take no liability for these cost.
- 2.4.19 It is clarified that a person shall be deemed to have submitted more than one bid if a person bids in an individual or proprietorship format and/ or in partnership or association of persons format and a company format.
- A person shall be deemed to have bid in partnership format or in association of persons format if he is a partner of the firm which has submitted a bid.
 - A person shall be deemed to have bid in a company format if the person holds or is a Director of the company which has submitted a bid, or holds of voting share and/ or is a Director of holding company which has submitted the bid.

2.5 Evaluation of Bids

- 2.5.1 HLL will carry out its evaluation applying the evaluation criteria and point system specified in this document. **The Evaluation will be based on Quality and Cost Based Selection (QCBS) method on a 60:40 format.**
- 2.5.2 No request for alteration, modification, substitution or withdrawal shall be entertained by HLL in respect of proposals already submitted by the bidder.
- 2.5.3 Prior to evaluation of proposals, HLL will determine whether each proposal is responsive to the requirements of the RFP by opening Technical Proposal. A proposal shall be considered responsive only if:
- The bidder has paid the Processing Fee
 - The bid is received prior to Bid Submission Date
 - The sealed financial proposal in the same packet
 - All the pages of proposal are numbered and initialled
 - The bidder has submitted the documents in support of eligibility.
- 2.5.4 HLL shall evaluate and rank the responsive Technical Proposals on the basis of the evaluation criteria and points system specified hereunder. Each Technical Proposal will receive a technical score.

2.6 Technical Evaluation of Bids

Quality and competence of the consulting service shall be considered as the paramount requirement. The evaluation committee appointed by the Client will carry out its evaluation applying the evaluation criteria and point system specified below. Each responsive proposal will be attributed a technical score (St). The technical evaluation is based on the following criteria

S. No	Criteria	Description	Max Marks
1	Track Record & Firms Experience		30
		Track record and size of operations including number of consulting staff	10
		Proven Experience in EIA Studies for Industrial Parks, Industrial Estates, Area Development Projects and Industrial Regions <ul style="list-style-type: none"> • 1 Study- 2 Marks • 2 Studies- 5 Marks • 3 Studies- 10 Marks 	10
		Obtained Environmental Clearance and pollution control approvals for industrial parks, estates or regions. <ul style="list-style-type: none"> • 1 Study- 5 Marks • 2 Studies- 10 Marks 	10
2	Key Personnel	Experience of the Key Professional Staff proposed for the assignment	50
	Team Leader	Doctoral/Post graduate degree in Environmental Engineering/ Env. Science with atleast 15 years of consulting experience in environmental and EIA assignments, particularly on industrial parks, industrial estates, zones, area development projects, SEZs, etc. <ul style="list-style-type: none"> • 15-20 years of relevant experience- 10 marks • More than 20 years of relevant experience- 15 marks 	15
	Environmental Specialist	Post graduate degree in Environmental Engineering/ Env. Science with atleast 10 years of consulting experience in environmental and EIA assignments, particularly on industrial parks, industrial estates, zones, area development projects, SEZs, etc. <ul style="list-style-type: none"> • 10-15 years of relevant experience- 8 marks • More than 15 years of relevant experience- 10 marks 	10
	Waste Management	Post Graduate Degree in relevant	10

S. No	Criteria	Description	Max Marks
	Specialist	field with atleast 10 years' experience in planning /designing waste management systems for urban / industrial sector. <ul style="list-style-type: none"> • 10-15 years of relevant experience- 8 marks • More than 15 years of relevant experience- 10 marks 	
	Water Supply & Sanitation Engineering Specialist	Post Graduate Degree in relevant field with atleast 8 years' experience in planning /designing water supply schemes for urban / industrial sector. Experience in Watershed Management is preferable. <ul style="list-style-type: none"> • 8-10 years of relevant experience- 8 marks • More than 10 years of relevant experience- 10 marks 	10
	Environmental Analyst	Post Graduate Degree in environmental engineering /env science with atleast 5 years' experience	5
3	Approach & Methodology	Technical approach & methodology including adequacy of the proposal with regards to scope of work and presentation	20
4	Total		100

*- Copies of work orders/agreement must be submitted as a proof. Ongoing assignments shall not be considered for evaluation.

Technical proposals scoring not less than 70% of the total points (St) will only be considered for financial evaluation. The price envelopes of others will not be considered and returned unopened after completing the technical selection process. The client shall notify the consultants, results of the technical evaluation and invite those who have secured the minimum qualifying mark for opening of the financial proposals indicating the date and time.

2.7 Financial Proposal

Opening:

The financial proposal shall be opened in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores and the proposed prices shall be read out and recorded. The client shall prepare minutes of bid opening.

Evaluation:

The evaluation committee will determine if the financial proposals are complete and without computational errors. The lowest financial proposal (Fm) will be given a

financial score (Sf) of 100 points. The financial scores of all the proposals will be computed as follows: $Sf = 100 \times Fm/F$ (F - amount of financial proposal).

Proposals will finally be ranked according to their combined technical (St) and financial (Sf) scores using a weight of 60% for technical proposal and 40% for financial proposal.

$$S = St \times 0.60 + Sf \times 0.40$$

The Consultant securing the highest score will be invited for negotiations.

2.8 Negotiations

Negotiations will commence to reach an agreement on the technical proposal, the proposed methodology (work plan), costing, staffing and any suggestions you may have made to improve the TOR. Changes agreed upon, if any, will then be reflected in the draft contract.

The negotiations will be concluded with a review of the draft form of Contract. The Client and the Consultants will finalize the contract to conclude negotiations. To complete negotiations the Client and the firm will initial the agreed contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

2.9 Award of Contract

The Contract will be awarded after successful negotiations with the selected Consultant.

Data Sheet

- i. HLL invites consultancy firm to submit their technical and financial offer in accordance with the conditions and manner prescribed in this RFP document.
- ii. Firms are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

iii. Important dates and information

S. No	Information	Details
1.	Date of release of RFP	09-11-2016
2.	Last date for submission of written queries	17-11-2016 @ 3.00 PM
3.	Date of pre-bid conference	18-11-2016 @ 3.00 PM
4.	Date of submission of bids	25-11-2016 @ 4.00 PM
5.	Opening of Technical Proposals	25-11-2016 @ 4.30 PM
6.	Technical Presentation	If required, will be intimated later to the eligible bidders
7.	Opening of Financial Proposals	05-12-2016 @ 3.00 PM
8.	Processing Fee	Rs. 10,000 (Rupees Ten Thousand Only)+ Service Tax
9.	Bid validity period	180 days from the date of submission of proposal
10.	Address for communication/submissions	The Chief Executive Officer HLL Medipark, HLL Lifecare Limited, TICEL Biopark Campus Module – 013/014/015, CSIR Road, Taramani, Chennai- 600 113 Mobile: 9840411475 Fax: 044 – 22540101 email: ravindra.s@lifecarehll.com

- iv. The RFP document containing the details regarding the scope of work and qualification criteria can be downloaded from the website of the HLL @ www.lifecarehll.com

3.0 Terms of Reference

Environmental Impact Assessment (EIA), Social Impact Assessment (SIA) and obtaining Environmental Clearances for the Medipark Project.

3.1 Background

3.2 General

For the purpose of assessing impacts, the consultant must be familiar with all processes and activities associated with planning, design, site preparation, construction, operation, of the project.

The study area to be considered for the purpose of assessing the impacts on the environment shall be determined by the consultant as per the applicable EIA guidelines as well as the requirements of Ministry of Environment and Forests (MoEF) Expert Appraisal Committee constituted by Central Government, State Pollution Control Board and State Level Environmental Impact Assessment Authority.

3.3 Objective of the Study

The key objective of the study is to conduct an Environmental Analysis (EA) with a view to identify the critical environmental concerns in the construction and operation of Medipark and obtain the environmental clearance and pollution control approvals to the project as per EIA Notification 2009/ 2012. Medipark is a 330 acre industrial park exclusively for the manufacturing of medical devices and equipment. The industrial park shall comprise of fully developed industrial plots, associated infrastructure and facilities such as testing, prototyping, service areas.

3.4 Scope of work

The specific tasks expected to be done as part of this assignment include but are not limited to the following:

- i. The consultant shall carry out initial Environmental and Social screening and scoping exercise of the project.
- ii. The consultant shall identify the regulatory requirements to identify those features, which are applicable to the project and its activities directly and indirectly.
- iii. Study the Project Screening Report and assess the category of project (A/B1/B2) and formulate the need and scope of environment studies required to be carried out
- iv. Carry out entire activities including preparation of pre-feasibility (Environment and social feasibility) based on the Project Screening Report and ToR for Environment Impact Assessment (EIA) and Social Impact Assessment(SIA), presentation to the EIA/SEAC Authority ,scoping and finalisation of TOR by EIAA/SEAC in all respects, submission of application along with draft EIA and SIA other documents etc. in required number of copies to State Pollution Control Board, facilitate public hearing process if required, finalise EIA and SIA report including Environment Management Plan (EMP) with proper allocation of resources and responsibilities to enable effective implementation of the EMP

- v. The consultant will give final presentation to EIA/SEAC Authorities on the finalized EIA and SIA report and complete all necessary amendments till Environmental Clearance and CTE is obtained from the competent authority.

The detailed scope of work is specified as follows:

1. Determine the baseline environmental conditions of the project area including study and compilation of documents related to power demand, water demand, air-pollution modelling & pollution control, waste management, energy management, waste water management, rainwater harvesting, energy management, green belt development etc. required for submission to the competent authority.
2. Identify, predict and assess environmental and social impacts that might arise from development of proposed Medipark.
3. Assist HLL in obtaining the ToR approved by competent authority under the Environment Act.
4. Carry out EIA & SIA as per the approved ToR including assisting HLL in conducting the Public Hearings, if necessary.
5. Assist HLL in submission of EIA &SIA and co-ordinate for approval of the competent authority of MoEF for approval
6. Prepare an Environmental Management Plan for the proposed Medipark for all the phases of the project (Pre construction, construction and operation phases) covering the following aspects:
 - a. Environmental Monitoring Plan,
 - b. Additional studies (if any) to be conducted
 - c. Project Benefit Analysis
 - d. Risk Assessment & Disaster Management Plan (RA & DMP),
 - e. Post Project Monitoring Plan,
 - f. Environmental Cost Benefit Analysis and
 - g. EMP Implementation Plan
 - h. EMP Costs
7. Finalise EIA and SIA Report and other requisite documents to obtain environmental clearance from State level EIA Authority/ MoEF and to comply with various statutory requirements of other agencies
8. **Identification of Regulatory Requirements:** The Consultant shall review the regulatory requirements in general and environmental regulations in particular to identify those features, which are applicable to the project and its activities directly and indirectly.
9. **Obtaining Environmental Clearance:** The consultant will facilitate the entire Environmental clearance right from submission of Form-I on latest prescribed formats to MoEF/EIAA/SEAC , presentation on T.O.R. , participation in public hearings and final presentation before EIAA/SEAC and finalization of compliance report of clearance conditions pertaining to preconstruction stage.
10. Cost of any related investigations/studies for the purpose of Environment Approval from competent authority as per Environment Act

3.5 Structure of EIA Report: The consultants may follow but not limited to the following structure of the EIA report.

Chapter	Contents
Chapter-1	Introduction, Project History and background, Objectives, broader details of the project and location, activities for site preparation and project implementation schedule
Chapter-2	Review of secondary information, Environmental baseline with respect to Medipark development and policies and applicable legislations.
Chapter -3	Findings of field study, analysis of Environmental and Social Issues
Chapter -4	Analysis of potential Environmental Impact (Land/ Water/ Air/ Noise /biological / Socio-economic and health/Solid Waste) & Mitigation Measures
Chapter - 5	Environmental Monitoring Programme
Chapter - 6	Project and Environmental Cost Benefit Analysis
Chapter -7	Environmental Management Plan and Institutional Plan
Chapter -8	Summary and Conclusion
Annexure	Tables, Tools, Checklists etc.

3.6 Time Frame and Payment Terms

The assignment shall be completed in all respect within 6 months from signing of the issue of Work Order. HLL will provide comments at each stage of Report preparation and the consultant should address these at each stage of report preparation. The following are the benchmarks from the date of commencing of the Study:

S. No.	Reports	Time Frame & Payment Terms	
		From date of commencement	% of Contract Value
1	Inception Report (Prefeasibility + ToR to SEMA) containing all secondary information compiled, methodology, work plan and field visit sample and field visit schedule	2 weeks	10%
2	Submission of EIA application (Form-I, TOR and concept, preliminary reports)	4 weeks	15%
3	Submission of First Draft EIA & SIA Report	12 weeks	20%
4	Submission of Final EIA/SIA report to SEMA /EIA Authority	16 weeks	15%
5	Approval of Final EIA/SIA report by MoEF/Competent Authority	20 weeks	30%
6	CTE from TNPCB	24 weeks	10%

4.0 Technical Proposal – Standard Forms

- Technical Proposal submission form.
- Firms' references.
- Description of the methodology and work plan for performing the assignment.
- Team composition and task assignments.
- Format of Curriculum Vitae of proposed key professional staff.

Technical Proposal Submission Form

[Location, Date]

To:

The Chief Executive Officer

HLL Medipark, HLL Lifecare Limited, TICEL Biopark Campus

Module – 013/014/015, CSIR Road, Taramani

Chennai- 600 113

Sir/Madam:

Subject: Selection of Consultant for Obtaining Environmental Clearance and CTE for Medipark at Chengalpattu, Tamilnadu- Technical Proposal

We, the undersigned, offer to provide the Services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal and the Financial Proposals separately.

If negotiations are held during the period of validity of the Proposal, i.e., before [*Date*] we undertake to negotiate. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

Yours Faithfully,

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Address:

Similar assignments carried out in the last five years that best illustrate qualifications/ organization’s experience

Using the format below, provide information on each Similar Assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:	Country:
Location within Country:	Key professional staff Provided by Your Firm/entity(profiles):
Name of Client:	No. of Staff:
Address:	Duration of assignment:
Start Date (Month/Year):	Completion Date (Month/Year):
No. of Key professional staff, provided by Associated Agency:	
Name of Senior Staff involved and functions performed:	
Narrative Description of Project:	
Description of Actual Services Provided by Your Staff:	

Approach & Methodology

Description of approach and methodology outlining the steps for performing the assignment

Team Composition & Assignment of Tasks

1. Key Professional Staff

Sl. No.	Name	Proposed Position	No. of years of Experience	Task Assignment
1.				
2.				
3.				
4.				
5.				
6.				
7.				

2. Support Staff

Sl. No.	Name	Proposed Position	No. of Years of Experience	Task Assignment
1.				
2.				
3.				
4.				

Work Program and Time Schedule

Time Schedule of Key Staff

Name of the Staff	Position	Months					
Total							

Work Program and Deliverables

Task/ Activity	Months						
Total							
Deliverables							

Format of Curriculum Vitae for Proposed Staff

Proposed Position:

Name of Staff:

Profession/Present Designation:

Years with Firm: _____ Nationality:

Detailed Tasks Assigned:

Key Qualifications:

[Give an outline of staff member's experience most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

Sl. No.	Languages	Reading	Writing	Speaking
1				
2				
3				

Certification

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____ **Date:** _____

***[Signature of staff member
(Day/Month/Year)***

Full name of staff member:

5.0 Financial Proposal – Standard Forms

- Financial Proposal submission form.
- Summary of cost
- Details of Financial/price bid

Financial Proposal Submission Form

[Location, Date]

To:

The Chief Executive Officer
HLL Medipark, HLL Lifecare Limited, TICEL Biopark Campus
Module – 013/014/015, CSIR Road, Taramani
Chennai- 600 113

Sir/Madam:

**Subject: Selection of Consultant for Obtaining Environmental Clearance and
CTE for Medipark at Chengalpattu, Tamilnadu- Financial Proposal**

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our Proposal (technical and Financial Proposals). Our attached financial proposal is for the sum of----- [Amount in words and figures].

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any proposal you receive.

Yours Faithfully,

Authorized Signature:
Name and Title of Signatory:
Name of the Agency:
Address:

Summary of Financial/Price Bid

Items	Amount in Rupees	
	In Figures	In Words
Cost		
Service Tax, if any		
Total Cost		

Note:

1. Firms shall quote all-inclusive cost, except service tax (inclusive of remuneration, surveys, travel, lodging/ boarding, per diem, insurance, and all other expenses) for successful completion of assignment.

Signature of the Authorised Representative

6.0 Draft Agreement

(Stamp Paper of Rs. 100)

This Agreement entered into on thisth day of December 2016 at Chennai

Between

(M/s ABC) incorporated in India under the and having its registered / head office at (Hereinafter referred to as '.....' or "FIRST PARTY") which expression shall unless repugnant to the context of meaning thereof include its successors and permitted assignees of the FIRST PARTY.

AND

HLL Lifecare Limited (A Government of India undertaking) incorporated and registered under the Companies Act 1956 and having its registered office at ----- (hereinafter referred to as 'HLL or "SECOND PARTY") which expression shall unless repugnant to the context of meaning thereof include its successors and permitted assignees of the SECOND PARTY.

WHEREAS FIRST PARTY (M/s ABC) is.....

WHEREAS SECOND PARTY:

HLL is promoting and developing a world class industrial park exclusively for medical devices and equipment and allied sectors at Chengalpattu near Chennai.

NOW, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. DEFINITIONS

- (i) "Approval" means approval in writing by designated officers of HLL.
- (ii) "Force Majeure" means any event or circumstance or combination of events or circumstances which prevents the party claiming Force Majeure (the 'Affected Party') from performing its obligations under this Agreement and which event or circumstance (i) the Affected Party has been unable to overcome such circumstance or event by the exercise of due diligence and reasonable efforts, skill and care. Such events or circumstances shall include, without limitation, the effect of any natural element or other acts of State of God including, but not limited to, fire, flood, earthquake, lightning, cyclone, landslides or other natural disasters, strikes or other industrial disturbances, war, riots, civil commotion, terrorist attacks, embargoes, blockades, governmental restriction, intervention of civil, naval or military authorities, change in applicable law.
- (iii) "Services" shall have meaning ascribed thereto in clause 2 hereto.

2. Appointment of Agency and Scope of Services

HLL hereby appoints **M/s ABC** and **M/s ABC** hereby agrees to act as an agency for ----- . The detailed set of activities to be carried out by the agency ('Services') will include –

The agency will undertake but not limited to the following scope of work under the assignment as mentioned in section 3 of the RFP and the response to the RFP by M/s ABC as included in the annexure 1.0 to the contract.

3. Responsibilities of HLL

- i. HLL will duly notify and inform all the relevant stakeholders about appointment of **M/s ABC**, an agency for -----
- ii. HLL would provide all necessary facilitating support to **M/s ABC** in discharge of the services mentioned in para 2 above as and when requested by the First Party.

4. Professional Fee, Deliverables and Payment Terms

HLL will pay a Professional Fee of Rs.to M/s ABC towards carrying out this assignment which will include professional fee, travel, boarding & lodging, communication, service tax and other taxes and duties and all out of pocket expenses. The deliverables and payment terms are as under:

S. No.	Reports	Time Frame & Payment Terms	
		From date of commencement	% of Contract Value
1	Inception Report (Prefeasibility + ToR to SEMA) containing all secondary information compiled, methodology, sampling methodology, field visit schedule, etc.	2 weeks	10%
2	Submission of EIA application (Form-I, TOR and concept, preliminary reports)	4 weeks	15%
3	Submission of First Draft EIA & SIA Report	12 weeks	20%
4	Submission of Final EIA/SIA report to SEMA /EIA Authority	16 weeks	15%
5	Approval of Final EIA/SIA report by MoEF/Competent Authority	20 weeks	30%
6	CTE from TNPCB	24 weeks	10%

Note: The payment shall be made on acceptance of deliverables by HLL. HLL will require 15 working days for review of each deliverable.

5. COMMENCEMENT

M/s ABC shall commence the work within one week of signing of issue of work order.

6. VALIDITY

Unless terminated earlier this Agreement shall expire after 6 (six) months from the date of this Agreement. During validity of Agreement, CEO, HLL Medipark, and will take effective steps for implementation of this Agreement.

7. PERFORMANCE GUARANTEE

M/s ABC will deposit performance securing bank guarantee equivalent to 5% of the aggregate professional fee amount payable during the period of the agreement and the same shall be released after a period of 6 months from the date of obtaining the environmental clearance subject to any claim and outstanding dues. The performance guarantee shall be submitted by the selected firm within 15 days of the date of the work order.

8. FORCE MAJEURE

(i) Breach of Agreement

The failure of a Party to fulfil any of its obligations under this Agreement shall not be considered to be a breach of, or default under this Agreement insofar as such inability arises from an event of Force Majeure, provided that Party affected by such an event (i) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out terms and conditions of this Agreement, and (ii) has informed other Party as soon as possible about occurrence of such an event of Force Majeure.

(ii) Extension of Time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

9. TERMINATION

(i) Termination by HLL

HLL may terminate this Agreement, by not less than thirty (30) days' written notice of termination to M/s ABC, to be given after occurrence of any of events specified in paragraphs (a) through (c) below:

- a) if M/s ABC does not remedy a failure in performance of its obligations under Agreement, within sixty (60) days of receipt after

being notified or within such further period as HLL may have subsequently approved in writing;

- b) if **M/s ABC** becomes insolvent or bankrupt; or
- c) if, as result of Force Majeure, HLL is unable to perform a material portion of obligations for a period beyond sixty (60) days.

(ii) Termination by M/s ABC

M/s ABC may terminate this Agreement , by not less than thirty (30) days' written notice to HLL, such notice to be given after occurrence of any event specified below:

- a) if HLL fails to pay any money due to **M/s ABC** pursuant to this Agreement within sixty (60) days after receiving written notice from M/s ABC that such payment is overdue; or
- b) if, as the result of Force Majeure, **M/s ABC** is unable to perform a material portion of Services for a period of not less than sixty (60) days.

The termination of this Agreement shall not prejudice or affect in anyway rights and benefits accrued or liabilities and duties imposed on parties of this Agreement.

10. LIABILITY OF M/s ABC

M/s ABC shall be liable for all or any of the terms of this agreement and in respect of its employees and third parties.

11. MISCELLANEOUS CLAUSES

- (i) **M/s ABC** shall notify to HLL of any material change in its status or shareholding, in particular, where such change would impact on performance of Services under the Agreement. However, the signatory of this agreement shall not be exonerated for any liability arising from this agreement.
- (ii) Any failure or delay on part of HLL to exercise right or power under Agreement shall not be construed as waiver thereof.
- (iii) Workers, employees, staff or agents engaged or employed by or on behalf of **M/s ABC** shall neither be nor deemed to be worker, employee, staff or agents of HLL under any circumstances whatsoever and there is no such agreement for or regarding workers of **M/s ABC** as well as of HLL.
- (iv) Notwithstanding anything in this Agreement, in no event shall HLL be liable under labour laws, laws of contract, tort, or for any other laws, rules & regulations, misrepresentation warranty, negligence, strict liability or otherwise, for any special indirect, incidental or consequential damages

(including loss of profit arising out of in connection with this Agreement).

- (v) Neither execution and delivery by **M/s ABC** of this Agreement nor performance by **M/s ABC** of its obligations hereunder will violate, conflict with, or result in breach of, or constitute a default under, any provision of law, statute, rule or regulation or any judgment, order, award or decree of any court of governmental body applicable to it, or its articles of incorporation or by-laws.

12. ARBITRATION

- (i) It is hereby agreed between the two Parties that the assignment shall be executed in manner and form outlined in this Agreement. If any dispute or difference of any kind whatsoever arises between Parties in connection with or arising out of or relating to or under this Agreement, the Parties shall promptly and in good faith negotiate, with a view to reaching an amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from date on which above- mentioned dispute or difference arose, such dispute or difference shall be referred to an Arbitrator who shall be appointed from among a panel of officers so nominated by HLL. The seat of arbitration shall be Chennai and arbitration shall be conducted in English language. Arbitration and Conciliation Act, 1996, shall govern arbitral proceedings.

- (ii) Existence of any dispute or difference or initiation or continuance of arbitral proceedings shall not postpone or delay performance by Parties of their respective obligations under or pursuant to this Agreement. Further, this Agreement shall remain subsisting and operative during the arbitral proceedings and no payment due and payable to either Party shall be withheld except the payment in dispute, if any.

- (iii) The courts at Chennai only under the Madras High Court alone shall have jurisdiction with respect to arbitration or any other dispute.

IN WITNESS WHEREOF the Parties thereto have put their hand and seal this day and date first above mentioned

Signed, sealed and delivered by	Signed, sealed and delivered by
For and on behalf of HLL	Authorised Representative of Agency

Witnesses:

1	
2	