



RANCHI SMART CITY CORPORATION LIMITED

## Request for Proposal

Name of the Work : PREPARATION OF ENVIRONMENTAL IMPACT ASSESSMENT,  
ENVIRONMENTAL MANAGEMENT PLAN AND OBTAINING  
ENVIRONMENTAL CLEARANCES FOR RANCHI SMART CITY  
PROJECT

NIT No. : RSCCL/ENV.CI./51/2017/38  
NIT Issue Date : September 05, 2017  
Last Date of submission : September 26, 2017

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RANCHI SMART CITY CORPORATION LIMITED  
State Urban Development Department,  
4th Floor, Project Building,  
Ranchi  
Jharkhand- 834004

**Government of Jharkhand  
RANCHI SMART CITY CORPORATION LIMITED**

**Request for Proposal**

NIT No: RSCCL/ENV.CI./51/2017/38

Dated: September 05, 2017

Proposals are invited under Two-Bid system from SEIAA/MOEF Accredited agencies, for Preparation of Environmental Impact Assessment, Environmental Management Plan and obtaining environmental clearances for Ranchi Smart City Project.

(a)	Name of the Assignment	Preparation of Environmental Impact Assessment, Environmental Management Plan obtaining environmental clearances for Ranchi Smart City Project.
(b)	NIT No	<b>RSCCL/ENV.CI./51/2017/38</b>
(c)	Tender Fee/EMD	<b>Tender Fee : Rs. 1,000/- (Non Refundable) EMD : Rs 10,000- (Refundable)</b>
(d)	Date of issue of RFP	September 05, 2017
(e)	Last date and time for submission of Proposals	September 26, 2017 at 12:00 Noon
(f)	Date and Time for opening of Technical Proposal	September 26, 2017 at 16:00 Hrs.
(f)	Time and date for opening of Financial Proposals	Will be intimated to the shortlisted agencies.
(g)	Place of opening of Technical and Financial Proposals	Room No-405, Office of Director, SUDA, 4 <sup>th</sup> Floor , Project Bhawan, Ranchi- 834004
(h)	Availability of RFP Document	<a href="http://www.Jharkhand.gov.in/udhd.jharkhand.gov.in">www.Jharkhand.gov.in/udhd.jharkhand.gov.in</a> under Tender Section
(i)	Email	<a href="mailto:ranchismartcity@gmail.com">ranchismartcity@gmail.com</a>
(j)	Address for communication	Director, SUDA, Urban Development and Housing Department, Project Bhawan, Dhurwa, Ranchi, Jharkhand, 834004
(k)	Mode of Tender	Manual
(l)	Contact Details	+91-651-2446640

**Director  
SUDA**

## Disclaimer

Ranchi Smart City Corporation Limited (RSCCL) has been selected to implement the Area Based Development (ABD) and Pan-City proposals by Government of India (GoI) under Smart City Mission (SCM). Ranchi SCP proposes served smart solution in ADB and cross pan-city providing various Smart feature/infrastructure.

To implement Smart City projects in Ranchi, Ranchi Municipal Corporation and Jharkhand Urban Development and Housing Department has formed a SPV called Ranchi Smart City Corporation Ltd. (RSCCL).

The RSCCL has prepared this Request for Proposals (RFP) for **“Environmental Impact Assessment, Environmental Management Framework & Plan and Obtaining Environmental Clearances for Ranchi Smart City Project”**. The RFP is a detailed document with specifies terms and conditions on which the bidder is expected to work. These terms and conditions are designed in view of the overall aim and objectives for the above mentioned RFP. RSCCL has taken due care in preparation of information contained herein and believes it to be accurate. However, neither RSCCL or any of its authorities or agencies nor any of their respective officers employees, agents, or advisors gives any warranty or make any representations, express, or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information provided in this document is to assist the bidder(s) for preparing their proposals. However this information is not intended to be exhaustive, and interested parties are expected to make their own inquiries to supplement information in this document. The information is provided on the basis that it is non-binding on RSCCL any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. Each bidder is advised to consider the RFP as per its understanding and capacity. The bidders are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in the RFP before bidding. Bidders are encouraged to take professional help of experts on financial, legal, technical, taxation, and any other matters / sectors appearing in the document or specified work. The bidders should go through the RFP in detail and bring to notice of RSCCL any kind of error, misprint, inaccuracy, or omission.

RSCCL reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party submitting a proposal. No reimbursement of cost of any type will be paid to the eligible entities for submitting a Proposal.

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## LETTER OF INVITATION

<b>Environmental Impact Assessment, Environment Management Plan and Obtaining Environmental Clearances from SEIAA/MOEF &amp; Consent for Ranchi Smart City Project.</b>
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1. You are hereby invited to submit technical and financial proposals for consultancy services required for Ranchi Smart City Corporation Limited (RSCCL) the “Client”, which could form the basis for future negotiations and ultimately a contract between your firm and the Client.
2. The purpose of this assignment is to:  
Conduct an Environmental Impact Assessment (EIA) with a view to identify the critical environmental concerns in the Construction Activities to be taken up in the ABD Area of Ranchi Smart City Project and provide a mechanism to address these through an Environmental Management Plan (EMP) and Obtaining Environmental Clearances & consent for all the construction works that will take place in the ABD Area as per the Master Plan.
3. The following documents are enclosed to enable you to submit your proposal:
  - a) Terms of reference (TOR) of EIA preparation and Scope of work for undertake the assignment (**Annexure 1**).
  - b) Supplementary information to consultants, including suggested format of the Curriculum Vitae (**Annexure 2&3**); and
4. A Sample Form of Contract for Consultants' Services under which the services will be performed (**Annexure 4**).
5. In order to obtain first-hand information on the assignment and the local conditions, it is considered desirable that a representative of your firm visit Project Site before the proposal is submitted.
6. Advance intimation regarding your visit may be sent to enable to make appropriate arrangements.
7. The RFP document can be downloaded from the website of the Urban Development and Housing Department, Government of Jharkhand [www.udhd.jharkhand.gov.in](http://www.udhd.jharkhand.gov.in)
8. A pre-bid conference open to all prospective consultants will be held on **September 13, 2017** @ 12:00 hrs in the office of the RSCCL at Ranchi. The prospective consultant will have an opportunity to obtain clarification regarding the scope of the work, terms of reference, contract conditions and any other pertinent information.
9. The Bidder for participation in the Selection Process, may be a single entity to execute the project. **Group of entity or Consortium is not allowed for this RFP.**
10. The bidder would not be allowed to sub-contract work. However, Sub-contracting shall be allowed only with prior written approval of RSCCL, even if the work is sub-contracted, the sole responsibility of the work shall lie with the Consultant. RSCCL will have rights to reject the proposed sub-contracting agency without giving any reason. The Consultant shall be held responsible for any delay/error/non-compliance etc. of its sub- contracted vendor. The details of the sub-contracting agreements (if any) between both the parties would be required to be submitted to RSCCL.
11. The Bid should be complete in all respects. Failure to furnish all information required

by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Bid and forfeiture of the EMD.

12. The bidder shall submit the bid at its cost and expense. RSCCL shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over RSCCL and RSCCL shall be at liberty to cancel any or all bids without giving any notice.
13. All the amendments made in the document would be published on the website of [www.udhd.jharkhand.gov.in](http://www.udhd.jharkhand.gov.in) and shall be part of RFP. The Bidders are advised to visit the website - [www.udhd.jharkhand.gov.in](http://www.udhd.jharkhand.gov.in) on regular basis to check for necessary updates. RSCCL also reserves the right to amend the dates mentioned in this RFP. In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, RSCCL, at its discretion, may extend the deadline for submission of bids. Such extensions shall be uploaded on website.
14. If RSCCL deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum/addendum shall be deemed to be incorporated by this reference into this RFP.
15. RSCCL may terminate the RFP process at any time and without assigning any reason. RSCCL reserves the right to amend/edit/add/delete any clause of this RFP Document. This will be informed to all and will become part of the RFP and information for the same would be published on the website - [www.udhd.jharkhand.gov.in](http://www.udhd.jharkhand.gov.in).
16. The Bidders are encouraged to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for submission of the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense. RSCCL will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives RSCCL adequate notice of not less than 5 (Five) days prior to such proposed visit.
17. The Bidder is required to provide professional, objective, and impartial advice, at all times holding the RSCCL's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work. The Bidder has an obligation to disclose to the RSCCL any situation of actual or potential conflict that impacts its capacity to serve the best interest of its RSCCL. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract. In the event of disqualification, RSCCL shall forfeit and appropriate the EMD, if available, with respect to pre-estimated compensation and damages payable to RSCCL for, inter alia, the time, cost and effort of RSCCL including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to RSCCL hereunder or otherwise.
18. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, RSCCL shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, RSCCL shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD/BG, as the case may be, with respect to pre-estimated

compensation and damages payable to RSCCL for, inter alia, time, cost and effort of RSCCL, in regard to the RFP, including consideration and evaluation of such Bidder's Bid.

19. **Submission of Proposals:**

The proposals shall be submitted in two parts, viz., Technical and financial and should follow the forms as attached. The proposal must be accompanied with earnest money deposit of Rs. 10,000/- in the form of demand draft of scheduled bank in favour of Ranchi Smart City Corporation Limited payable at Ranchi.

The Bids should be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at RSCCL's discretion.

The "**Technical**" and "**Financial**" proposals must be submitted in two separate sealed envelopes (with respective marking in bold letters) following the formats/schedules given in the supplementary information to consultants. The first envelope marked "TECHNICAL PROPOSAL" should include the description of the firm/organization, the firm's general experience in the field of assignment, the qualification and competency of the personnel proposed for the assignment and the proposed work plan methodology and approach in response to suggested terms of reference and EMD of Rs. 10000.00 in form of Demand Draft **in favour of Ranchi Smart City Corporation Limited payable at Ranchi** from scheduled bank. The first envelope should not contain any cost information whatsoever.

The second envelope marked 'FINANCIAL PROPOSAL' must also be sealed with sealing wax and initialed twice across the seal and should contain the detailed price offer for the consultancy services.

Both the sealed envelopes should again be placed in a sealed cover, which will be received in the office of Client at the address mentioned above up to 12:00 Noon on **September 26, 2017.**

The cover shall be super scribed as: ***“Technical/Financial proposals for “Environmental Impact Assessment and Preparation of An Environmental Management Plan (EMP) and Getting Environmental Clearance from SEIAA/MOEF Jharkhand for the Proposed Construction activities of Ranchi Smart City Project at Ranchi”***

10. **Opening of proposal**

The proposals (first envelope containing technical proposal only) will be opened at O/o Director, SUDA, 4th Floor, Project Bhawan, Dhurwa, Ranchi-04 office at 16:00 hours on **September 26, 2017.** It may please be noted that the second envelope containing the detailed price offer will not be opened until technical evaluation has been completed and the result approved and notified to all consultants.

11. **Eligibility Criteria for Qualifying Technical Stage :**

The consultants who have followings are eligible to submit the bid:

- List 'A' - Accredited EIA consultant.

- Turnover – At least INR 30 Lakh Annual Average turnover required for last three financial year (FY 15, FY 16 and FY17) , and
- Having successfully completed at least five (5) assignments regarding preparation of EIA and EMP, out of which at least two (2) shall be for Township Project, built over a land of 200 acres or more are eligible to participate.

12. **Evaluation Criteria Deciding Award of Contract**

Consultants who meet the eligibility criteria successfully, CLIENT shall notify to those consultants by indicating the date and time set for opening of Financial Proposals. The notification may be sent by registered letter/electronic mail.

- (a) The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. CLIENT shall prepare minutes of the public opening. The selection of successful applicant would be on the "**Least Cost Basis**".
- (b) The applicant who has quoted the lowest price will be allotted the Work and Letter of Award shall be issued.
- (c) During negotiations, if required, the consultant must be prepared to furnish the detailed cost break-up and other clarifications to the proposals submitted by him, as may be required to adjudge the reasonableness of his price proposals. If the negotiations with this consultant are successful, the award will be made to him.
- (d) Please note that the CLIENT reserves the right to accept or reject any offer or all the offers without assigning any reasons thereto.

13. You are requested to hold your proposal valid for 120 days from the date of submission without changing the personnel proposed for the assignment and your proposed price. CLIENT will make its best efforts to select a consultant firm within this period.

14. Please note that the cost of preparing a proposal and of negotiating a contract including visits to CLIENT offices if any is not reimbursable.

15. The financial quote should include the applicable taxes, expenditure involved for conducting public hearing, presentations before the **expert committee of MOEF&CC/SEIAA/ State Govt.** and other expenditure for all visits undertaken from time to time for getting the information/data/clarifications etc.

16. Income tax will be deducted from the bills as applicable from time to time.

17. A penalty of 5% for each stage of deliverable shall be levied on the consultant in case there is delay in submission of each deliverables (as defined under Deliverables and payment schedule of Annexure-1) beyond the stipulated period.

18. All disputes arising out of or related to this contract will be referred to the sole arbitrator to be **appointed by the Director, SUDA.**

19. The consultant will be required to furnish a bank guarantee equivalent to 10% of the



quoted price as performance security within 10 days of issue of letter of Award. Consultant shall submit the Performance Security to the RSCCL in the form of a Bank Guarantee from a Nationalized / Scheduled Commercial Bank in the Proforma given in Annexure 6 which would be valid up to a period of 3 months after the contract completion period.

**Director, SUDA**

**Annexures:**

1. Model Terms of Reference [TOR] for EIA report for activities / projects requiring environmental clearance and Scope of Work
2. Supplementary Information to Consultants.
3. Formats for submission of BIDs
4. Draft contract under which service will be performed.
5. Bank Guarantee Format
6. List of Abbreviations

**Model Terms of Reference [TOR] for EIA report for activities / projects requiring environmental clearance and Scope of Work for undertaking the assignment****Objective**

Model Terms of Reference of Ministry of Environment, Forest & Climate Change for preparation of Environmental Impact assessment (EIA) and Environmental Management Plan for building construction projects ( $\geq 1,50,000$  sq mtrs) township and area development projects ( $\geq 50$  ha) as per the EIA notification, 2006 has been devised to improve the quality of the reports and facilitate the decision making transparent and easy. TOR will help the project proponents and consultants to prepare report with relevant project specific data, which are easily implementable. As per the EIA notification 2006, schedule item 8 corresponds to Building construction projects / area development projects and townships. The details of the categories mentioned in the given schedule are as follows:

Project or Activity	Category with threshold limit – B Category	Conditions if any
8	Building /Construction projects/Area Development projects and Townships	
8(a)	Building and Construction projects $\geq 20000$ sq.mtrs and $< 1,50,000$ sq.mtrs. of built-up area#	#(built up area for covered construction; in the case of facilities open to the sky, it will be the activity area)
8(b)	Townships and Area Development projects. Covering an area $\geq 50$ ha and or built up area $\geq 1,50,000$ sq .mtrs ++	++All projects under Item 8(b) shall be appraised as Category B1

EIA clearance is required in the case of the following:-

- a. Building construction projects ( $\geq 1,50,000$  sq .mtrs)
- b. Township and area development projects ( $\geq 50$  ha)

Accordingly the TOR to address the above two aspects of item 8(b) of the EIA notification 2006 are covered in this document. The TORs are given in two subsections

(I) and (II) in which subsection (I) deals with building construction projects ( $\geq 1,50,000$  sq .mtrs) and subsection (II) deals with township and area development projects ( $\geq 50$  ha).

## Township and area development projects ( $\geq 50$ ha)

### General Information

Township and area development projects as per the EIA notification of 2006 are under category 'B' covering an area  $\geq 50$  ha. All projects and activities listed as Category 'B' in Item 8 of the Schedule (Construction / Township / Commercial Complexes /Housing ) do not require scoping and will be appraised on the basis of Form 1 / Form 1A and the conceptual plan. All projects in this category will be appraised as Category B1. An application seeking prior environmental clearance in all cases should be made in the prescribed Form 1 and Supplementary Form 1A, after the identification of prospective sites for the project to which the application relates, before commencing any construction activity, or preparation of land, at the site by the applicant. The applicant should submit along with the application, in addition to Form 1 and the Supplementary Form 1A, a copy of the conceptual plan.

### 1.0 Introduction

Profile of the project proponent, name and contact address, implementing organization, organizational chart, project consultants etc., should be mentioned clearly.

Land description- plot/ survey numbers, village, tehsil, district, state and area of the land must be mentioned clearly.

Description of Centre/State/Local regulations and standards applicable for townships and area development projects should be discussed.

Any litigation(s) pending against the proposed project and / or any directions or orders passed by any court of law/any statutory RSCCL against the project is to be detailed out.

### 2.1 Project Description

Goal and objectives of the proposed project, significance of the project both at local and regional level, relevance of the project in light of the existing development plans of the region are to be mentioned clearly. Background information and overall scenario of the proposed activity in the Indian Context, procedures adopted for selection, Criteria for selection of the site for the proposed activity, such as environmental, socio-economic, minimization of impacts, ecological sensitivity, Impact of existing activities on the proposed activity, etc. should be spelt out. Resource and manpower requirements have to be detailed. Time frame for project initiation, implementation and completion should be detailed.

### *Essential Toposheets / Maps to be provided with TOR application*

A map of the study area 5 km from the boundary of the project area, delineating the major topographical features such as land use, drainage, locations of habitats, major constructions including roads, railways, pipelines, industries if any in the area are to be mentioned.

A map covering aerial distance of 15 kms from the boundary of the proposed project area delineating environmental sensitive areas as specified in Form I of EIA notification dated 14<sup>th</sup> Sep 06. In the same map the details of environmental sensitive areas present within a radial distance of 1 Km from the project boundary shall be specifically shown

### Remote sensing satellite imagery

Land use map of the study area in 1: 10,000 scale based on high resolution satellite imagery delineating the forest, agricultural land, water bodies, settlements, and other cultural features.

### Digital Elevation Model / Contour map

Contour map on 1:10000 scale for the study area showing the various proposed break- up of the land.

Description of the project site, geology, topography, climate, transport and connectivity, demographic aspects, socio, cultural and economic aspects, villages, settlements should be given.

Details of environmentally sensitive places, land acquisition, rehabilitation of communities/ villages, present status of such activities are to be mentioned. .

Historical data on climate conditions such as wind pattern, history of cyclones, storm surges, earth quake etc., for the last 25 years are to be given.

Detailed layout plan of proposed project development, communication facilities, access/approach roads, landscape, sewage disposal facilities, and waste disposal etc; to be given. Layout plan of proposed development of built up areas with covered construction such as DG Set rooms, Administrative buildings, Utilities such as Main and Stand By Power, Water supply installations etc; to be given.

Requirement of natural resources and their sources are to be detailed out.

### *Site Selection and Planning*

*The environmental impacts of construction and operation are established during the early phases of site selection and planning. Planning, site selection and design form an important stage in the development of these projects and will determine their environment impact(s)*

Some Important factors for development, which should be addressed, are: -

- Status of ownership of land
- The boundaries of the project area
- A map that identifies the locations of all proposed development activities; and
- A map and photo mosaic showing the area proposed to be disturbed in relation to existing topographic features, township grids, wetlands and water bodies.
- Proximity to local communities;
- Proximity to sensitive surface or ground water bodies
- Compatibility with local building regulations
- Existing drainage pattern
- Any forest-cover within the proposed developmental area.

### 3.1 Description of the Environment

Environmental data to be considered in relation to township development would be:

(a) land (b) ground water, surface water (c) air (d) biological environment (e) noise (f) socio economic environment.

*Study area:*

Map of the study area clearly delineating the location of various monitoring stations (air/ water / soil and noise) superimposed with location of habitats are to be shown. Monitoring should be done as per CPCB guidelines. Primary data should be collected for one season except rainy season. Monitoring of the parameters should be carried out within the study area.

### 3.1 Land Environment

The first feature which should influence the development of a new project is the existing land use pattern of the neighbourhood of the project, whether the proposed development conforms to the development for that area or not.

Study of land use pattern, habitation, cropping pattern, forest cover, environmentally sensitive places etc, employing remote sensing techniques and ground truth and also through secondary data sources.

Geographical latitude and microclimatic factors such as solar access and wind loads have a major impact. The following parameters have to be addressed under the baseline data for land environment.

- a. Topography
  - Slope form
  - Landform and terrain analysis
- b. Soil
  - Type and characteristics
  - Porosity and permeability
  - Sub-soil permeability
  - Inherent fertility

### 3.4 Air Environment

Climatological data is to be obtained from nearest India Meteorological Department (IMD) station for one full year. Micro meteorological data consisting of wind speed, wind direction, temperature, cloud cover, (amount and height), humidity, inversions, rainfall (peak and average daily rainfall) and wind rose patterns, from primary and secondary sources in the study area.

Baseline data of air pollutant parameters extending an area of 5 KM from the project should be monitored at a number of locations. Description of baseline data of ambient air parameters namely RSPM, nitrogen dioxide, Sulphur dioxide, and carbon monoxide are to be collected. One season data is to be monitored other than monsoon as per the CPCB Norms. Sampling locations are to be located as per CPCB norms.

### 3.5 Noise Environment

Construction equipment and road traffic are the major sources of noise. Baseline data of noise at the project area and the neighbourhood habitat areas is to be ascertained. Daytime and nighttime data should be collected.

### 3.4 Water Environment

Identify Project activities, including construction phase, which may affect surface water or groundwater. Estimate water intake requirements and identify the source of water to be used. Describe how water will be taken from the surface water / river and conveyed to the site. Ground water budgeting has to be provided. Rainwater harvesting has to be detailed out.

Baseline water quality from all sources such as ground water, municipal water, surface water need to be determined and compared to the water quality norms prescribed for drinking water and State PWD specifications for construction water. Quantity of wastewater is to be provided.

### 3.5 Biological Environment

Baseline data should include list of dominant, rare, endangered, threatened, endemic and indicator species and species abundance and distribution of biological species of study area. An inventory map is to be prepared along with a description of the existing terrestrial, wetland and aquatic vegetation. Include any rare vascular and non-vascular plant species and rare plant communities in the study area. Details for fauna and flora to be included are:

- General type and dominant species
- Densities and distributions
- Habitat value
- Historically important specimen
- Rare and Endangered species (location, distribution and conditions)
- Specimen of scientific or aesthetic interest

### 3.6 Socio Economic & Health Environment

Baseline data at the project area should include the demography, particularly on settlements, existing infrastructure facilities in the proposed area and area of impact due to the proposed activity. Present employment and livelihood of these populations, awareness of the population about the proposed activity should also be included.

### 3.7 Solid Waste

Solid wastes from construction sector can be categorized into two phases i.e. during construction & during operation. Details of the following are to be given:

- Construction or demolition waste, i.e., massive and inert waste
- Municipal waste, i.e., biodegradable and recyclable waste
- Hazardous waste
- E-waste

Details of authorized municipal solid waste facilities, biomedical treatment facilities and hazardous waste disposal facilities in the area should be included.

#### 4.1 Anticipated Environmental Impacts and Mitigation Measures:

#### 4.2 Prediction Of Impacts:

This should describe the likely impact of the project on each of the environmental parameters, methods adopted for assessing the impact such as model studies, empirical methods, reference to existing similar situations, details of mitigation, methods proposed to reduce adverse effects of the project, best environmental practices, conservation of natural resources; environmental management plan; post project environmental monitoring programme including budgeting for the expenditure proposed in the project cost.

#### *4.2 Land Environment*

##### *Anticipated Impacts:*

Some of the anticipated impacts, which need to be addressed, are

- Estimation of anticipated impacts on the surrounding land use pattern, on infrastructure like housing, road net work, environmentally sensitive places etc,
- Impact on the public utilities arising out of the utilities for the project activities.
- Impact on the natural drainage system and soil erosion.
- Loss of productive soil and impact on natural drainage pattern.
- Study of the problem of land slides and assessment of soil erosion potential and the impact
- Impact of construction activity on the fertility status of soil in the study area
- Prediction of ground water pollution due to seepage of pollutants through soil column

##### *Mitigation Measures:*

Proper mitigation measures have to be suggested.

Improved road network infrastructure to handle the increase in traffic

- Selection of suitable local plant species for greenbelt development in and around the sites.
- Top soil conservation plan and its re-utilization depending on its quality

#### 4.3 Air Environment

##### *Anticipated Impacts:*

Impacts on air quality during the construction and operation phase should be predicted. The existing surrounding features of the study area and impact on them should be addressed separately. It is necessary to predict the following if any

- Prediction of point source emissions



- Prediction of air emissions from the vehicles during the construction and operation phases.

*Mitigating Measures:*

Mitigative measures are to be proposed during the construction stage as well as the operational stage of the project. Some measures to be listed include: -

- Mitigative measures during construction phase due to reduce the emissions during loading, un-loading, transportation and storage of construction materials.
- Mitigative measures to reduce the point source emissions.
- Greenbelt development.
- Dust mitigation
- Estimate any environmental implications from transportation (rail, road) related emissions associated with the construction and operational phases and suggest suitable options
- Operation of DG sets

*4.4 Noise Environment*

Impact of project construction/operation on the noise on account of construction equipment and road traffic is to be studied.

*Anticipated Impacts:*

- Noise due to demolition / construction activities
- Impact due to noise levels generated by existing
- Impact due to present and future transportation activities
- Operation of DG sets
- Impact of noise due to work at night.

*Mitigating measures:*

Identification and adoption of mitigating measures for noise abatement including noise barriers for point sources and line sources as also measures to minimize effect of vibrations due to demolition and while new construction

*4.5 Water Environment*

Impact of construction and operational phases on the surface and ground water on account of the township is to be estimated.

*Anticipated Impacts:*

- Impact on water sources due to shifting of watercourses, if any
- Impact of water withdrawal on surface water / ground water resources.  
Impact on exploitation of surface/ground water
- Waste water generation

- Information regarding how the waste water is to be disposed off

*Mitigating measures:*

Prediction of ground water contamination and suggested mitigating measures to minimize the pollution level

- Water conservation within the buildings
- Rainwater harvesting to recharge the ground water
- Water conservation in landscape
- Adequate measures to be adopted for water conservation during construction and operation stage.

#### 4.6 Biological Environment

Impact of project during construction and operational phases on the biological environment on account of project activity is to be detailed.

*Anticipated Impacts:*

- Impact of construction activity on fauna
- Pre- and post- topography, soil and parent material conditions and their contribution to flora and fauna and
- Aquatic and terrestrial ecosystem diversity.

*Mitigating measures :*

- Mitigating measures to compensate the loss of vegetation cover / providing green belt development
- Regeneration/Restoration of rare plants of economic importance including medicinal plants species which require protection and conservation
- Identification of measures through scientific conservation plan for protection and conservation of flora, fauna including wildlife, migratory avi-fauna, rare, endemic and endangered species and medicinal plants etc.

#### 4.7 Socio Economic Environment

*Anticipated Impacts:*

Predicted impact on the communities of the proposed activity is to be given. Impact on surroundings on socio-economic status is to be detailed. Present status of housing, public utilities, commercial structures, transportation. Impact of the project in construction and operational phases on socio cultural aspects is to be assessed.

*Mitigation measures:*

Mitigation measures to reduce adverse effects are to be given.

#### 4.8 Solid waste and Environment

*Anticipated impacts*

Impact of the project during construction and operational phases for generation of waste is to be assessed.

*Mitigation measures:*

Mitigation measures to reduce adverse effects. Options for minimization of solid waste and environmentally compactable disposal are to be given. Management and disposal of temporary structures, made during construction phase are to be addressed. Mitigation measures for handling biomedical wastes are to be detailed.

#### 5.1 Specific Studies

Describe the project energy requirements, associated infrastructure and other infrastructure requirements.

Discuss the steps taken to integrate the needs of other stakeholders into the location and design of access infrastructure to reduce and manage overall environmental impacts from resource development;

#### 5.2 Transport

- a) Include a map showing transportation access to the site from highways;
- b) Discuss how public access to, or within the project area managed during the construction phases of the Project;
- c) Discuss the impact of increased vehicle traffic and requirements for access improvements on roads in the site development area as a result of the Project, considering other existing and planned developments and operations in the region including what measures will be taken to reduce traffic and enhance vehicle safety on external roads;
- d) Discuss any expected change in traffic volume by Average Annual Daily Traffic (AADT) and any seasonal variability in traffic volume (include mitigation measures) prior to construction, during construction and at full site operation;
- e) Distance to the main access road along with the width of the roads are to be given

### 5.3 Building material and technologies

#### *Anticipated issues and concerns*

- High consumption of resources
- High transportation cost

#### *Alternate methods*

- Re-use of debris at existing site
- Use of Ready-Mix concrete
- Use of ash-based bricks and flyash should be explored to the maximum extent possible.
- Construction should conform to the requirements of local seismic regulations.

### 5.4 Energy Conservation

- Explore use of alternate renewable resources such as solar / wind power etc is to be discussed.
- Discuss the options considered for supplying the power required for the Project and the environmental implications, including opportunities to increase the energy efficiency of the Project;
- Details of U & R values are to be detailed

### 5.5 Storm water management

Storm water management plan should be implemented so as to prevent sudden discharge of excessive volumes of storm water to the receiving waters thus reducing the shock load on municipality drainage system, and impact on receiving water body are to be detailed out.

### 6.1 Environmental Monitoring Program

- Frequency, location, parameters of monitoring
- Summary matrix of environmental monitoring, during construction and operation stage
- Requirement of monitoring facilities
- Compilation and analysis of data and reporting system

## 7.1 Additional Studies

### 7.2 Risk Assessment (ERA) and Disaster Management Plan (DMP):

Discuss emergency plans for any environmental risks and such as earthquakes

- Types of Emergency; internal and external origin
- Emergency evacuation plan
- Emergency Procedures
- Helipad facilities for buildings with height beyond 60mts

### 7.3 Natural resource conservation

Plan of action for conservation of natural resources and recycle waste materials due to the project activity in the construction and operational phase of the project is to be discussed.

### 7.4 R&R Action Plan

Detailed R&R plan with data on the existing socio-economic status of the population in the study area and broad plan for resettlement of the displaced population, site for the resettlement colony, alternative livelihood concerns/employment for the displaced people, civil and housing amenities being offered, etc and the schedule of the implementation of the project specific R&R Plan if any is to be given. Details of provisions (capital & recurring) for the project specific R&R Plan

## 8.0 Project benefits

This section details out the improvements in physical infrastructure, social infrastructure if any. Also it details out any employment potential and other benefits that are accrued if the project is taken up.

### 9.1 Environmental Management Plan (EMP)

- Administrative and technical set up for management of environment
- In built mechanism of self monitoring of compliance of environmental regulations
- Institutional arrangements proposed with other organizations/ Govt. authorities for effective implementation of environmental measures proposed in the EIA
- Safe guards/mechanism to continue the assumptions/field conditions made in the EIA, for arriving the site suitability

- Provision of Effective Controls and Building Management Systems such as Automatic Fire Alarm and Fire Detection and Suppression System etc. must be ensured. Adequate access to fire tenders should be provided.
- Provisions should be kept for the integration of solar water heating system and other energy conservation methods.

Detailed EMP may be formulated to mitigate the residual impacts which should inter alia include the impact due to change in land use; due to loss of agricultural land and grazing land besides other impacts of the projects. Budgeting of the EMP may be included in EIA. The EIA should discuss in detail the following aspects:

#### *Sewage Treatment Plan*

- Sewage treatment plant has been designed to treat the wastewater from the township. The wastewater be treated to tertiary level and after treatment, reused for flushing of toilets in apartment building and gardening.
- Treated wastewater reused for landscaping, car washing etc. and partly discharged. Treated sewage shall conform to E(P) Rules. Sewage Treatment Plants and monitored on a regular basis

#### *Emission from Diesel Generator (DG) Set*

- The stack height and emissions from D.G. sets should conform to the norms of Central Pollution Control Board. The certification of space design for DG sets done by competent RSCCL.

#### *Solid Waste Management*

- Spent oil from DG Sets should be stored in HDPE drums in isolated covered facility and disposed off as per the Hazardous Wastes (Handling & Management) Rules, 2003. Spent oil from DG Sets should be disposed off through registered recyclers only.

### 10.1 Summary & Conclusion (Summary EIA)

This document should summarize the significant findings of the EIA report. The summary must describe each significant environmental issue and its resolution in sufficient detail so that its importance and scope, as well as the appropriateness of the approach taken to resolve it are well understood. Wherever possible, the summary should make use of base maps, tables and figures given in the report. The following should be addressed in the summary if applicable: -

- The need for resettlement of families/ if any agriculture/ the presence of squatters or any other land titling conflicts;
- Potential interruption or limitation of accesses to dwellings, businesses or productive resources either permanently or temporarily;
- Encroachment or reduction of green areas, parks, and other recreational areas;
- Demolition of buildings high architectural or historical value;
- Potential deterioration of urban quality and property value in the immediate vicinity of the works or deterioration of unique architectural characteristics in the neighbourhood;

## 11.0 Disclosure of consultants engaged

This chapter shall include the names of the consultants engaged with their brief resume and nature of consultancy rendered.

Enclosures

Conceptual plan / Questionnaire / Photo

### **Scope of Work for undertaking the assignment**

#### **1. About the Assignment Area**

Ranchi is one of the 100 smart cities under the Smart City Mission of the Government of India. Area Based Development (ABD) is one of the Major component of the Ranchi Smart City project. Area based development in Ranchi Smart City envisages development of a Greenfield encumbrance free land of 656.30 acre. This area is well within the municipal core within 5kms distance from the central business district (CBD) and close proximity to the Proposed Capital Complex, Airport and Hatia railway station. The Proposed land use breakup is :

Land Use for the ABD	IN Acres	%
Institutional	129.63	20%
Residential	84.26	13%
Commercial	72.23	11%
Public / Semi Public	52.03	8%
Mix Use Component	73.53	11%
Open spaces and circulation (Green / Roads / open area )	244.75	37%
<b>Total Area</b>	<b>656.30</b>	<b>100%</b>

The Government of Jharkhand wishes to create through this ABD a Knowledge hub for educational excellence by reinforcing its good educational institutes in preparation for welcoming knowledge based industries and An efficiently managed traffic and transportation system based city aided by Information Technology (IT) in all aspects to reduce the travel time of commuters and incidents of traffic violations.

State of the art infrastructure that will be developed in the ABD area are :

Physical Infrastructure	Social Infrastructure	Economic Infrastructure
Intelligent Public transport	Housing development	Skill development centers
24x7 Smart water supply	Educational infra	Incubation centers

Zero emission like SWM, STPs	Health Care infra	Transit hub
Connectivity Infra	Entertainment & Recreational	Commercial centers
Commercial hubs	Cultural & fitness centers	Banking centers
Convention Center & Hotels	Parks & Riverfront	

## 2. Specific Tasks

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

- i. Study and compilation of documents related to power demand, water demand, air-pollution modeling & pollution control, waste management, energy management, waste water management, rainwater harvesting, energy management, green belt development etc. required for submission to the competent RSCCL
- ii. Preparation of comprehensive proposal including preparation of Form-I, IA etc, conceptual plan & relevant annexure (formats available from the government websites).
- iii. Carrying out monitoring of noise, soil, air & water quality and any other parameter required for NOC for environmental clearance at selected sites and generating baseline data to be incorporated in the project proposal presentation, which will need to be made to the concerned committees.
- iv. Conducting Laboratory Test & preparation of test reports
- v. Preparation & submission of EIA Report according to TOR & EMP.
- vi. Consultant shall take all remedial measures for assess the Environmental Impact.
- vii. Environment Management Plan (EMP) report shall cover all component as per Model TOR.
- viii. Submission of documents & presentation to the concerned RSCCL and subsequent revisions ( if any).
- ix. Presentations, revisions and obtaining NOC for Environmental Clearance from SEIAA/MOEF.
- x. Obtaining NOC from State Pollution Board under as applicable Act.

## 3. Deliverables and Payment schedule:

Sr.	Deliverables	TimeLine	Percentage
1	Preparation & Submission of Form I & I A and requisite enclosures on behalf of RSCCL	1 <sup>st</sup> week from the date of signing of contract	10% of contract Value
2	Appraisal based on application and Pre-feasibility feedback report by SEIAA/MOEF	3 <sup>rd</sup> week from the date of signing of contract	
3	Get the TOR for EIA approved from SEIAA/MOEF	6 <sup>th</sup> week from the date of signing of contract	10% of contract Value
4	EIA preparation according to the TOR of Govt of India Norms ( as provided in the SEIAA/MOEF Website)	12 <sup>th</sup> week from the date of signing of contract	30% of contract Value
5	Get the Appraisal done on EIA /EMP by	14 <sup>th</sup> week from the date of signing of	



	SEIAA/MOEF/MOEF	contract	
6	Comply with the feedback from SEIAA/MOEF and re-submit (if any)	16 <sup>th</sup> week from the date of signing of contract	
7	Get the Recommendation for Environmental Clearance	20 <sup>th</sup> week from the date of signing of contract	50% of contract Value
8	Get the Final Grant of Environment Clearance	22 <sup>th</sup> week from the date of signing of contract	
9	Get the Consent to Establish / NOC from State Pollution Control Board under Air & Water Act.	24 <sup>th</sup> week from the date of signing of contract	
Note: Consultant shall provide weekly report regarding work progress to RSCCL.			

**Other Conditions:**

- The RSCCL shall provide the details/information the available information to the consultant.
- Consultant shall arrange all requisite materials (whatever require) at site for sampling and other purpose.
- Consultant shall bear all travelling, boarding, lodging & local conveyance pertains to this assignment.

4. **Structure of the EIA and EMP:** As per directions and instructions of the approving RSCCL.

5. **Reporting**

The Consultant will report to the Director, SUDA, who would supervise the study and facilitate interaction and exchange of information between the consultants, concerned GoJ departments and other Institutions. RSCCL and PMC staff may join the consultant team during selected field visits.

6. **Review Committee to Monitor Consultants Work**

The expert committee duly constituted by the Director, SUDA will monitor the progress of the work done by the consultant.

7. **Qualification of Key Professional Staff (Whose CV and Experience would be evaluated).**

The consultant should have considerable experience and professional expertise in the area of Construction, Water Resources and Environmental Management, especially relating to Environmental Impact Assessment and Environmental Clearance projects.

**List of Key Professionals and Required Experience**

<b>Key personnel</b>	<b>Minimum Qualification</b>	<b>Minimum Experience</b>	<b>No. of Personnel</b>
<b>Team Leader cum Environmental Specialist</b>	Doctoral, Post Graduate degree in Environmental Engineering/ Environmental Science with experience in Environmental Impact Analysis	15 years	1
<b>Environmental Specialist</b>	Post Graduate degree in Environmental Engineering / Environmental Science with experience in Environmental Impact Analysis	5 years	2
<b>Social Specialist</b>	Post Graduate degree in social work/sociology/Environmental Economics with experience in public consultation/social analysis	5 years	1
<b>Hydrologist/ Geologist</b>	Doctoral, Post Graduate degree in the relevant field with experience in Ground Water and Watershed Management. Knowledge on interpretation of satellite data and GIS mapping preferred.	5 years	1
<b>Water Supply &amp; Sanitation Engineering Specialist</b>	Post Graduate Degree in relevant field with experience in water supply sector	5 years	1

Director, SUDA  
Ranchi

**SUPPLEMENTARY INFORMATION TO CONSULTANTS**

**(Annexure 2)**

**(1) Proposals**

Proposals should include the following information:

- (a) Technical Proposal
  - (i) **FORM - 1** – Letter of Declaration
  - (ii) **FORM - 2** Brief Description of the Firm/Organization: Justify how your organization is capable for do this assignment and Experience in the area of Environment, EIA &EMP and similar experience.
  - (iii) **FORM - 3** A short note on the line of approach and methodology outlining various steps for performing the study and Work schedule and planning for deliverables.
  - (iv) **FORM – 4** The composition of the team of personnel which the consultant would propose to provide and the tasks, which would be assigned to each team member.
  - (v) **FORM – 5** Curriculum Vitae of the individual key staff members to be assigned to the work and of the team leader who would be responsible for supervision of the team. The curricula vitae should follow the attached Format -5 and duly signed by the concerned personnel.
- (b) Financial Proposals
  - FORM – 6** The financial proposals should include the Schedule of Price Bid in Form 6

**(2) Contract Negotiations**

The aim of the negotiation is to reach an agreement on all points with the consultant and initial a draft contract by the conclusion of negotiations. Negotiations commence with a discussion of Consultant's proposal, the proposed work plan, staffing and any suggestions you may have made to improve the Terms of Reference. Agreement will then be reached on the final Terms of Reference, the staffing and the bar chart, which will indicate personnel, periods in the field and office, man-months, and reporting schedule.

**(3) Terms of Payment**

The consultant's payments shall be released based on output on completion as specified in the Deliverables and Payment schedule at Annexure 1.

**(4) Review of Reports**

The Consultant will report to the Director, SUDA, who would supervise the study and suggest modifications, if any, required.

**FORM F-1**

From

To

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Sir,

Preparation of Environmental Impact Assessment, Environment Management Plan and Obtaining Environmental Clearances & Consent from SEIAA/MoEF&CC for Ranchi Smart City Project

We the undersigned offer to provide for the consultancy services for the above in accordance with the TOR etc. We herewith enclose our proposals.

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".

Yours faithfully,  
Signature: -----  
Full name -----  
and address: -----

(Authorized Representative)

**FORM – 2**

The consultants who have successfully completed at least five assignments regarding preparation of EIA and EMP, out of which at least two shall be for Township Project, built over a land of 200 acres or more are eligible to participate.

1. Brief Description of the Firm/Organization: Justify how your organization is capable for do this assignment. (not more than 2 pages)

2. Experience – in the field of Environment:

Sl. No.	Name of assignment	Name of project	Cost of assignment	Date of Commencement	Date of completion	Was assignment satisfactorily completed
1	2	3	4	5	6	7

Note: Please attach certificates from the employer by way of documentary proof. (Issued by the Officer of rank not below the rank of Superintending Engineer or equivalent.)

3. Experience – in the field of EIA and EMP:

Sl. No.	Name of assignment	Name of project	Total area of the township project	Cost of assignment	Date of Commencement	Date of completion	Was assignment satisfactorily completed
1	2	3	4	5	6	7	8

Note: Please attach certificates from the employer by way of documentary proof. (Issued by the Officer of rank not below the rank of Superintending Engineer or equivalent.)

4. Other Similar Experiences since last five year:

Sl. No.	Name of assignment	Name of project	Total area of the town ship project	Cost of assignment	Date of Commencement	Date of completion	Was assignment satisfactorily completed
1	2	3	4	5	6	7	8

Note: Please attach certificates from the employer by way of documentary proof. (Issued by the Officer of rank not below the rank of Superintending Engineer or equivalent.)

**FORM -3**

- A short note on the line of approach and methodology outlining various steps for performing the study.
- **Work Schedule and Planning for Deliverables:**

N°	Deliverables (Task-..)	Week												
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL	
<b>Task-1</b>	{e.g., Deliverable #1: Report A													
	1)													
	2)													
	3)													
	4)													
<b>Task-2</b>	{e.g., Deliverable #2:.....}													
<b>N</b>														



**FORM -4**

**Composition of the Team Personnel and the task:**

**1. Technical/Managerial Staff**

Sl.No.	Designation	Name	Position	Task assignment
1	Team Leader cum Environmental Specialist			
2	Environmental Specialist			
3	Social Specialist			
4	Hydrologist/ Geologist			
5	Water Supply & Sanitation Engineering Specialist			

**2. Support Staff**

Sl.No.	Designation	Name	Position	Task assignment

**3. Expert's Input:**

Sr.	Experts	Expert's input (in person/week) per each Deliverable			
		D1	D2	D3	So on
1	<b>Team Leader cum Environmental Specialist</b>				
2	<b>Environmental Specialist</b>				
3	<b>Social Specialist</b>				
4	<b>Hydrologist/ Geologist</b>				
5	<b>Water Supply &amp; Sanitation Engineering Specialist</b>				

**FORM – 5**

**FORMAT OF CURRICULUM VITAE (CV) FOR  
PROPOSED KEY PROFESSIONAL STAFF**

Proposed Position : \_\_\_\_\_

Name of Firm : \_\_\_\_\_

Name of Staff : \_\_\_\_\_

Profession : \_\_\_\_\_

Date of Birth : \_\_\_\_\_

Years with Firm/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

\_\_\_\_\_

Detailed Tasks Assigned: \_

**Signature of the individual Staff**

\_\_\_\_\_

**Key Qualifications:**

*[Give an outline of staff member’s experience and training 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:**

*[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]*

\_\_\_\_\_

**Certification:**

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

\_\_\_\_\_ \* \_\_\_\_\_ **Date:** \_

***[Signature of staff member and authorized representative of the Firm] Day/Month/Year***

**Full name of staff member: \_**

**Full name of the authorized representative:**

**FORM – 6**  
**FINANCIAL BID**

**Preparation of Environmental Impact Assessment, Environment Management Plan and Obtaining Environmental Clearances & Consent for Ranchi Smart City Project.**

**Name & Address of Consultant:** .....

.....

.....

.....

<b>S. No.</b>	<b>Description of work</b>	<b>Unit</b>	<b>Lump Sum Fees (INR) inclusive of all applicable taxes</b>
1.	Preparation of EIA & Environment Management Plan and obtaining Environmental Clearances & Consent for Ranchi Smart City Project, as per the Terms of Reference (ToR) and scope of work elaborated in technical bid and the RFP Document.	On e Job	(In Words)
	<b>Total</b>		(In Figures)

(Rupees.....)

Notes:

1. The consultants are required to quote a lump sum fee (both in words & figures).

(Signature & seal)  
Authorized Signatory

**RANCHI SMART CITY CORPORATION LIMITED****Draft Contract for Assignments Carried out by Consultants**

Subject: **Preparation of Environmental Impact Assessment, Environment Management Plan and Obtaining Environmental Clearances & Consent for the Ranchi Smart City Project.**

Name of Consultant: M/s \_\_\_\_\_.

1. Set out below are the terms and conditions under which (Name of Consultant) has agreed to carry out for the Client, the above mentioned assignment specified in the attached Terms of Reference.
2. For administrative purposes (Name of Client) has been assigned to administer the assignment and to provide [Name of Consultant] with all relevant information needed to carry out the assignment. The services will be required in (Name of Project) for about days/months, during the period from to \_\_\_\_\_.
3. RSCCL may find it necessary to postpone or cancel the assignment and/or shorten or extend its duration. In such case, every effort will be made to inform, as early as possible, notice of any changes. In the event of termination, the (Name of Consultants) shall be paid for the services rendered for carrying out the assignment to the date of termination, and the [Name of Consultant] will provide RSCCL with any reports or parts thereof, or any other information and documentation gathered under this Contract prior to the date of termination. Either party may terminate the contract by giving 30 days written notice.
4. The services to be performed, the estimated time to be spent, and the reports to be submitted will be in accordance with the Terms of Reference.
5. This Contract, its meaning and interpretation and the relation between the parties shall be governed by the laws of Union of India.

6. Payments for the services will not exceed a total amount of Rs. .... (Words)

The consultant's payments shall be released based on output on completion as stated below:

Sr.	Deliverables	TimeLine	Percentage
1	Preparation & Submission of Form I & I A and requisite enclosures on behalf of RSCCL	1 <sup>st</sup> week from the date of signing of contract	10% of contract Value
2	Appraisal based on application and Pre-feasibility feedback report by SEIAA/MOEF	3 <sup>rd</sup> week from the date of signing of contract	
3	Get the TOR for EIA approved from SEIAA/MOEF	6 <sup>th</sup> week from the date of signing of contract	10% of contract Value
4	EIA preparation according to the TOR of Govt of India Norms ( as provided in the SEIAA/MOEF Website)	12 <sup>th</sup> week from the date of signing of contract	30% of contract Value
5	Get the Appraisal done on EIA /EMP by SEIAA/MOEF	14 <sup>th</sup> week from the date of signing of contract	
6	Comply with the feedback from SEIAA/MOEF and re-submit (if any)	16 <sup>th</sup> week from the date of signing of contract	
7	Get the Recommendation for Environmental Clearance	20 <sup>th</sup> week from the date of signing of contract	50% of contract Value
8	Get the Final Grant of Environment Clearance	22 <sup>th</sup> week from the date of signing of contract	
9	Get the Consent to Establish / NOC from State Pollution Control Board under Air & Water Act.	24 <sup>th</sup> week from the date of signing of contract	
Note: Consultant shall provide weekly report regarding work progress to RSCCL.			

The above remuneration includes all the costs related to carrying out the services, including overhead and any taxes imposed on [Name of Consultants.]

#### 7. **Taxes:**

Successful bidder shall fully familiarize itself about the applicable Domestic taxes (such as GST, Income Tax, duties, fees, levies, etc.) on amount payable by RSCCL under the contract. The successful bidder shall pay such domestic tax, duties, fees and other impositions (wherever applicable) levied under the applicable law.

Consultant shall bear all personnel taxes levied or imposed on its personnel, or any other member of Team, etc. on account of payment received under this Contract.



Consultant shall bear all corporate taxes, levied or imposed on Consultant on account of payments received by it from the RSCCL for the work done under this Contract.

Consultant shall bear all taxes and duties etc. levied or imposed on Consultant under the Contract on account of material supplied and services rendered and payments received by him from the RSCCL under the Contract. It shall be the responsibility of consultant to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. Consultant shall also provide the RSCCL such information, as it may be required in regard to Consultant's details of payment made by the RSCCL under the Contract for proper assessment of taxes and duties. The amount of tax withheld by the RSCCL shall at all times be in accordance with Indian Tax Law and the RSCCL shall promptly furnish to Consultant original certificates for tax deduction at source and paid to the Tax Authorities.

Consultant agrees that he shall comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed/ levied on them by the Indian Income Tax Authorities, for the payments received by them under the Contract.

If Consultants fails to submit returns/pay taxes in times as stipulated under applicable Indian/State Tax Laws and consequently any interest or penalty is imposed by the concerned RSCCL, consultant shall pay the same. Consultant shall indemnify RSCCL against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty by any such Tax RSCCL may assess or levy against the RSCCL/Consultant.

The RSCCL shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by Consultant at the rates in force, from the amount due to Consultant and pay to the concerned tax RSCCL directly.

8. The Contract period shall commence from the date of signing of contract, and shall remain valid for 6 Months from the date of signing of the contract.

If the delay occurs due to circumstances beyond control of Consultant such as strikes, lockouts, fire, accident, defective materials, delay in approvals or any cause whatsoever beyond the reasonable control of Consultant, a reasonable extension of time shall be granted by the RSCCL.

The RSCCL shall reserve the sole right to grant any extension to the term abovementioned and shall notify in writing to Consultant, at least 3 (three) weeks before the expiration of the Term hereof, whether it shall grant an extension of the Term. The decision to grant or refuse the extension shall be at the RSCCL discretion and such extension of the contract, if any, shall be as per terms agreed mutually between the RSCCL and Consultant.

9. Time shall be of the essence in respect of any date or period specified in this Contract or any notice, demand or other communication served under or pursuant to any provision of this Contract and in particular in respect of the completion of the activities by Consultant by the specified completion date.
10. Consultant shall disclose to the RSCCL in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for Consultant or Consultant's Team) in the course of performing

the Services as soon as practical after it becomes aware of that conflict.

11. Consultant shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the RSCCL first gives Consultant in written consent
12. Consultant shall perform the Services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and best practices used in the industry.
13. The [Name of Consultants] will be responsible for appropriate insurance coverage. In this regard, the [Name of Consultants] shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultants shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the [Name of Consultants] or its staff. The [Name of Consultants] shall provide RSCCL with certification thereof upon request.
14. The [Name of Consultants] shall indemnify and hold harmless RSCCL against any and all claims, demands, and/or judgments of any nature brought against the (Name of Borrower) arising out of the services by the [Name of Consultants] under this Contract. The obligation under this paragraph shall survive the termination of this Contract.
15. The Consultant agrees that, during the term of this Contract and for a period of one year after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
16. All reports and other documents or software submitted by the [Name of Consultants] in the performance of the Services shall become and remain the property of CLIENT. The Consultants may retain a copy of such documents but shall not use them for purposes unrelated to this Contract without the prior written approval of CLIENT.
17. The Consultant undertake to carry out the assignment in accordance with the highest standard of professional and ethical competency and integrity, having due regard to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Contract, will conduct themselves in a manner consistent herewith.
18. Force Majeure shall not include any events caused due to acts/ omissions of Consultant resulting in a breach/ contravention of any of the terms of the Contract and/or Consultant's Bid. It shall also not include any default on the part of consultant due to its negligence or failure to implement the stipulated/ proposed precautions, as were required to be taken under the Contract.

The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen i.e. war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (hereinafter referred to as events) , or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred at any location in scope. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. Any failure or lapse on the part of Consultant in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be

caused due to the above mentioned events or the failure to provide adequate disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

In case of a Force Majeure, all Parties shall endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

- 19. The RSCCL shall own the Documents, prepared by or for Consultant arising out of or in connection with the Contract. Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the RSCCL, Consultant shall deliver to the RSCCL all documents provided by or originating from the RSCCL and all documents produced by or for Consultant in the course of performing the Services, unless otherwise directed in writing by the RSCCL at no additional cost. Consultant shall not, without the prior written consent of the RSCCL store, copy, distribute or retain any such documents.
- 20. The Consultant will not assign this Contract or sub-contract or any portion of it without CLIENT’s prior written consent.
- 21. The [Name of Consultants] shall pay the taxes, duties, fees, levies and other impositions levied under the Applicable law and CLIENT shall perform such duties in this regard to the deduction of such tax as may be lawfully imposed. Consultancy Services tax payable for providing this Consultancy Services shall be not be paid/ reimbursed by CLIENT separately as the Financial Bid was inclusive of all the applicable taxes.
- 22. The [Name of Consultants] also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Contract, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with written permission of RSCCL.
- 23. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with Arbitration & Conciliation Act 1996. The Arbitration proceedings shall be held in Ranchi, Jharkhand, India. The Arbitration proceeding shall be governed by the substantive laws of India. The proceedings of Arbitration shall be in Hindi/English language.

Place: .....

.....

. Date: .....

(Signature of Authorized Representative  
On behalf of Consultant)

.....

(Signature & Name of the Client's  
Representative)

24.

**Annexure 5****Format for Bank Guarantee**

## UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE

Bank Guarantee No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Issuer of Bank Guarantee:

\_\_\_\_\_  
(Name of the Bank)\_\_\_\_\_  
(hereinafter referred to as the "Bank")

Beneficiary of Bank Guarantee:

←-----→

(hereinafter referred to as the "Authority")

Nature of Bank Guarantee:

Unconditional and irrevocable Bank Guarantee.

Context of Bank Guarantee:

Whereas the Ranchi Smart City Corporation Limited (the "Authority") has invited bids by its Request for Proposal dated <RFP Published Date> for the Selection of XXXXXXXXXXXX. Whereas in accordance with the terms of the RFP, ..... <insert name of Bidder> is submitting a bid for the Project in ..... <insert name of Bid City>, and is required to submit a security of ←-- Amount --→ with respect to the same.

Operative part of the Bank Guarantee:

1. At the request of the (Insert the name of the Bidder), we \_\_\_\_\_, \_\_\_\_\_ (name and address of the bank), hereinafter referred to as the "Bank"), do hereby unconditionally and irrevocably affirm and undertake that we are the Guarantor and are responsible to the RSCCL i.e. the beneficiary on behalf of the Bidder, up to a total sum of ←---- Amount-----→, such sum being payable by us to the RSCCL immediately upon receipt of first written demand from RSCCL.
2. We unconditionally and irrevocably undertake to pay to the RSCCL on an immediate basis, upon receipt of first written demand from the RSCCL and without any cavil or argument or delaying tactics or reference by us to Bidder and without any need for the RSCCL to convey to us any reasons for invocation of the Guarantee or to prove the failure on the part of the Bidder to repay the amount of \_\_\_\_\_ or to show grounds or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of ←----- Amount-----→. We hereby waive the necessity of the RSCCL demanding the said amount from Bidder prior to serving the Demand Notice upon us.
3. We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree that the RSCCL shall be the sole and

the exclusive judge to determine that whether or not any sum or sums are due and payable to him by Concessionaire, which are recoverable by the RSCCL by invocation of this Guarantee.

4. This Guarantee will not be discharged due to the change in constitution of the Bank or the Bidder. We undertake not to withdraw or revoke this Guarantee during its currency/ validity period, except with the previous written consent of the RSCCL.
5. We unconditionally and irrevocably undertake to pay to the RSCCL, any amount so demanded not exceeding  $\leftarrow$ ----- Amount----- $\rightarrow$ , notwithstanding any dispute or disputes raised by Bidder or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the RSCCL, shall be a valid discharge of our liability for payment under this Guarantee and the Bidder shall have no claim against us for making such payment.
6. This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until \_\_\_\_\_ (180 days from the proposal due date).

Notwithstanding any contained herein:

1. Our liability under this Bank Guarantee shall not exceed  $\leftarrow$ -----Amount----- $\rightarrow$
2. This unconditional and irrevocable Bank Guarantee shall be valid for a period of 180 days from \_\_\_\_\_ (Proposal Due Date).

We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable Bank Guarantee only and only if Ranchi Smart City Corporation Limited (RSCCL) serves upon us a written claim or demand on or before \_\_\_\_\_.

\_\_\_\_\_ Authorized Signatory for Bank.

**Annexure 6****ANNUAL TURN OVER STATEMENT**

The Annual Turnover of \_\_\_\_\_ (Name of the Agency for the last three years are given below and certified that the statement is true and correct.

Sl.No.	Financial Year	Turnover in Lakhs (Rs)
1.	2016-17	
2.	2015-16	
3.	2014- 15	
Total - Rs. _____		Lakhs.

Average turnover for last three years - Rs. \_\_\_ Lakhs.

Note: Turnover for the above FY in the form of Annual Audited Financial Statement should be attached.

Date:

Signature of Auditor /  
Chartered Accountant

Seal:

(Name in Capital Letter)

**List of Abbreviations**

GOI	: Government of India
GOJ	: Government of Jharkhand
TOR	: Terms of Reference
EIA	: Environmental Impact Assessment
EMP	: Environmental Management Plan
SEIAA	: State Environmental Impact Assessment RSCCL EC
	: Environmental Clearance
MOEF	: Ministry of Environment and Forest
CLIENT	: Ranchi Smart City Corporation Limited
RFP	: Request for Proposal