

1. INTRODUCTION

1.1. THE PROJECT

Government of West Bengal has taken several initiatives for Solid Waste Management in the Statutory Towns of West Bengal. The present state of solid waste disposal may be attributed to the model being followed so far. This model of solid waste collection and disposal involves awareness generation among the population, expectation of segregation at source, door to door collection by the municipal bodies, intermediate storage of such collected waste, segregation at intermediate storage points, ultimate transportation to the disposal ground and segregation, recycling, processing (Bio Gas, RDF, Compost) and finally landfill with the residue. While the municipalities in many cases are able to carry out the first three functions reasonably effectively, it would not be rational to expect that the final steps, *viz.* those of collection of solid waste from intermediate transit points to their final processing and landfill can be effectively carried out by the municipal bodies at their current level of resources and competence. In this connection, Transaction Advisors would be appointed for Planning Scientific Solid Waste Management in the Urban Local Bodies of West Bengal in Cluster Approach and for assisting State Government in the bid process management for selection of Developers & Operators for solid waste management.

1.2. REQUESTS FOR PROPOSAL (RFP)

SUDA invites proposals from interested firms / companies (the "**Proposals**") for selection of a **Transaction Advisor (cluster wise)** as per the terms and conditions of the Terms of Reference (TOR) given in **Annexure - I** to this RFP for Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management for selection of Developers & Operators. The Sealed Bids have to be submitted along with all the details as mentioned in the RFP Document to:

Director
State Urban Development Agency.
ILGUS Bhawan, HC Block,
Sector-III, Bidhannagar
Kolkata - 700 106

For details / queries, please contact:

Dr. Sujay Mitra, Chief Manager – Planning & Monitoring
Contact no.:- +91 94333 69666
e-mail:- sbm.wbsuda@gmail.com , sujay.mitra@gmail.com
and Mr. Bijay Krishna Pal, Executive Engineer
Contact no.- +91 9432378545,
e-mail- sbm.wbsuda@gmail.com, bkpal.suda@gmail.com

1.3. BRIEF DESCRIPTION OF THE SELECTION PROCESS

The bid comprising proposal in the form of financial bids is to be submitted in sealed envelope for each cluster. The financial evaluation of the applicants will be carried out accordingly. The TA may remain present at the time of opening of financial bid document at the stipulated date, time and venue.

1.4. SCHEDULE OF SELECTION PROCESS

The Authority would endeavor to adhere to the following schedule:

Sl. No.	List of Events	Date & Time
1	Bid proposal submission last date	29/01/2019, @ 15.00 hrs
2	Financial bid opening date	31/01/2019, @15.00 hrs

2. INSTRUCTIONS TO APPLICANTS

2.1. SUBMISSION OF PROPOSAL

The Applicant shall submit its proposal in the form and manner specified in this Section of the RFP. The proposal in the form of Financial Bid for each cluster shall be submitted in the prescribed Form at Appendix - I.

2.2. CONDITIONS OF ELIGIBILITY OF APPLICANTS

Only the **Empanelled Transaction Advisors / Consultants of Panel B (Urban Municipal Infrastructure)** to the Finance Department, Government of West Bengal can bid for the assignment.

2.3. VISIT TO AUTHORITY AND VERIFICATION OF INFORMATION

Applicants are encouraged to submit their respective unconditional Proposals after visiting the office of the Authority, if necessary, and ascertaining for themselves the availability of documents and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

Applicants requiring any clarification on the RFP may send their queries to the Authority in writing / email before the date mentioned in the Schedule of Selection Process. The envelopes / email shall clearly bear the following identification and subject:

“Queries / Request for Additional information concerning RFP for appointment of Transaction Advisor for Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management for selection of Developers & Operators.”

Address:

Director
State Urban Development Agency.
ILGUS Bhawan, HC Block,
Sector-III, Bidhannagar
Kolkata-700106
E-mail ID : wbsudadir@gmail.com

The Authority shall endeavor to respond to the queries within a reasonable time. The responses will be sent by fax or e-mail. The Authority will post the reply to all such queries on the Official Website without identifying the source of queries. The

Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in the RFP shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.4. AMENDMENT OF RFP

At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by issuance of Addendum / Amendment, by conveying the same to the applicants by fax or e-mail and by posting on the website and the amendments will be binding on all applicants.

In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the date for submission of bid.

2.5. RIGHT TO REJECT ANY OR ALL PROPOSALS

The Authority reserves the right to accept or reject any Proposal and to annul the Selection Process at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

If such disqualification / rejection occurs after the Proposals have been opened and the L1 Applicant gets disqualified / rejected, then the Authority reserves the right to consider the L2 Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

2.6. DUE DILIGENCE BY APPLICANTS

The objective of the due diligence programme is to provide, eligible and interested party's information on Solid Waste Management Projects, West Bengal to enable them to submit their proposal in the form of Financial Bid. Each applicant would be allowed to conduct due diligence upon receipt of a request letter from them. After due diligence, applicants can ask, in writing, questions to SUDA to clear their doubts, if any. SUDA reserves the right to decline answering any question raised by the applicants.

2.7. PREPARATION AND SUBMISSION OF PROPOSAL

2.7.1. The Proposal and all communications including supporting documents should be in English only.

2.7.2. The Proposal and its copy shall be signed by the authorized signatory of the applicant who shall sign in each page. In case of printed and published

Documents, only the cover shall be signed. All the alterations shall be signed by the person(s) signing the Proposal. The Proposal must be properly signed by the authorized representative.

- 2.7.3. Applicant should note that except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and the evaluation will be carried out only on the basis of Documents received by the closing time of bid submission.

2.8. PROPOSAL

- 2.8.1. While submitting the financial proposal, the Applicant shall in particular, ensure that:

- (a) All forms are submitted in the prescribed formats and signed by the prescribed signatories.
- (b) Power of Attorney, if applicable, is executed as specified in this RFP.

- 2.8.2. **Earnest Money Deposit:** A lump sum amount of Rs. 4 lakh as an initial earnest money has to be deposited in the form of Demand Draft in favour of State Urban Development Agency-SBM, payable at Kolkata. Unsuccessful bidders will be returned with this Earnest Money Deposit and they have to collect it from the office of SUDA. The Successful bidders will collect the same only after signing of Concessional Agreement.

- 2.8.3. **Security Deposit:** 10% of total Bid amount in the form of Bank Guarantee of any recognized bank in India in favour of SUDA to be submitted by the successful bidder within 7 days from signing of the Concessional Agreement. Bank Guarantee should remain valid till the Concessional Agreement will remain in force.

2.9. FINANCIAL PROPOSAL

- 2.9.1. Applicants shall submit the financial proposal in the formats at Appendix - I (the "Financial Proposal") clearly indicating the total cost of the Consultancy in both figure and words, in Indian Rupees, and signed by the Applicants Authorized Representative.

- 2.9.2. In the event of any difference between the arithmetic total and the total shown in the Financial Proposal, the accurate amount will prevail.

- 2.9.3. While submitting the Financial Proposal, the Applicant shall ensure the following:

- (a) The bidder will have to quote the base price excluding GST. All costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel, accommodation, boarding & lodging, journey expenses

including equipment, preparation and printing of documents, internal transport etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected. The rate quoted shall be valid throughout the period of performance of the assignment including discharge of all obligations of the Transaction Advisor under the agreement.

- (b) It is preferable that the TA should have Office setup at Kolkata for ease of interaction and should be readily available on call.
- (c) All payments shall be subject to deduction of taxes at source as per Applicable Laws.
- (d) The Proposal shall be valid for 180 days from the date of submission of bid.

2.10. MANNER OF SUBMISSION OF PROPOSAL

- 2.10.1. The Financial Proposal shall be submitted in a sealed envelope. The envelope should be properly sealed and put in an outer envelope which bears the address of the Authority, RFP Notice number, the name and address of the Applicant.
- 2.10.2. The envelop marked "Financial Proposal" shall contain the financial proposal in the prescribed format (Forms 1 & 2 of Appendix – I for each cluster)
- 2.10.3. Statement of Legal Capacity (Form 3 of Appendix-I for each cluster), alongwith Power of Attorney.
- 2.10.4. Declaration for deployment of Team members as detailed in Terms of Reference should be submitted in Form 4 of Appendix-I separately or combindly. It is not necessary to mobilize the team at client location if the time frame of completion of works at every stage is strictly adhered to by the TA.
- 2.10.5. For each cluster, TA has to submit Form-2 separately however, they may submit same set of Form-3 and Form-4 for each of the cluster.
- 2.10.6. Demand Draft of Rs.4 lakh for each cluster in favour of State Urban Development Agency - SBM as Earnest Money.
- 2.10.7. The completed Proposal must be submitted on or before the specified time on last date for submission of bid.

2.11. MODIFICATION / SUBSTITUTION / WITHDRAWAL OF PROPOSALS

- 2.11.1. The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to last date for submission of bid. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the last date for submission of bid.
- 2.11.2. The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered with the envelope being additionally marked "MODIFICATION", "SUBSTITUTION", or "WITHDRAWAL", as appropriate.
- 2.11.3. Any alteration / modification in the Proposal or additional information or material supplied subsequent to the last date of submission of bid, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.12. EVALUATION PROCESS

- 2.12.1. The Authority shall open the Proposal on 31.01.2019 at 15:00 hours and in the presence of the Applicants who choose to attend.
- 2.12.2. Proposal for which notice of withdrawal has been submitted shall not be opened.
- 2.12.3. The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

2.13. CLARIFICATIONS

To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarification / additional information from any Applicant regarding its Proposal. Such clarification (s) shall be provided in writing within the time specified by the Authority for this purpose, failing which the Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by constructing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from questioning on such interpretation of the Authority.

2.14. APPOINTMENT OF TRANSACTION ADVISER

- 2.14.1. The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the consultant under this RFP, technology or methodology and quality of the work. In case the selected applicant fails to re-confirm its commitment as per bid document,

the Authority reserves the right to designate the next applicant as the selected applicant and invite it for negotiations. Each Transaction Advisor can apply to bid for all the four clusters. However he will be awarded with for three clusters at the most of his own choice. If one bidder becomes L1 for all four clusters he may opt for dropping one as per his choice. In case of finalizing the award for the remaining fourth one, negotiation will be made with the second lowest bidder.

2.14.2. **AWARD OF CONSULTANCY:** After selection, a Letter of Award (the "LOA") shall be issued in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it agrees to extension of time for submission thereof, cancel the LOA and next Applicant may be considered.

2.14.3. After signing of the LOA, the Transaction Advisor will be required to enter into an agreement with SUDA. As the Agreement will be made after selection of bidder, hence the Concessional Agreement will be prepared in consultation with the selected bidder.

2.14.4. **COMMENCEMENT OF ASSIGNMENT:** The Transaction Adviser shall commence the work as per the Terms of Reference within 7 (seven) days of the date of signing of concessional agreement. If the Consultant fails to either acknowledge the LOA or commence the assignment as specified herein, the LOA shall stand automatically terminated, the earnest money of the bidder shall stand forfeited and in such a situation the authority shall be entitled to proceed with the matter as it deemed fit.

2.15. TIME SCHEDULE FOR DELIVERY

Stage	Activity	Time Allocated
Stage 1	Submission of the Inception Report	10 days from the date of signing of contract.
Stage 2	Submission of Draft Feasibility Report	45 days from the Stage 1
Stage 3	Submission of Final Feasibility Report along with action plan	10 days from approval of Stage 2
Stage 4	Submission of the Draft RFP for selection of Agency	20 days from approval of Stage 3
Stage 5	Submission of the Final RFP for selection of Agency	10 days from approval of Stage 4
Stage 6	Evaluation of the Tender Documents and recommendation for the Selected Agency	10 days from tender closing date
Stage 7	Getting the Concession Agreement signed by the selected Agency	10 days from Stage 6

It is the responsibility of the Transaction Advisor to complete the assignment upto the signing of the agreement with the Agency within the desired period.

2.16. PAYMENT SCHEDULE

The payment schedule for the assignment is as given below. In each stage payment will be made on the acceptance of the relevant document by Director, SUDA.

Stage	Details of Stages	Percentage
Stage 1A	Submission of inception report of TA	5%
Stage 1B	Acceptance of inception report by the Authority within 7 working days from the date of submission	5%
Stage 2A	Submission of Draft Feasibility Report by the TA	10%
Stage 2B	Acceptance of Draft Feasibility Report, by the Authority within 7 working days from the date of submission	10%
Stage 3A	Submission of Draft RFP by the Agency	10%
Stage 3B	Acceptance of Draft RFP by the Authority within 30 working days of submission	10%
Stage 4	Submission of the Final RFP for selection of Agency	10%
Stage 5	Evaluation of the Tender Documents and recommendation for the Selected Agency	20%
Stage 6	Getting the Concession Agreement signed by the selected Agency	20%
	Total	100%

If the project gets shortened, the Transaction Advisor will be paid for the stage of work completed and accepted.

The bidders have to quote lump sum fees in Indian rupees inclusive of all expenses excluding GST and complete in all aspect.

2.17. MISCELLANEOUS

2.17.1. In the event of any dispute related to the interpretation or rights or liabilities arising out of this agreement, the same shall, at first instance, be amicably settled between the parties. In case a dispute is not settled amicably, the same shall be referred to a sole independent/third party arbitrator to be appointed by mutual consent of both parties. The decision of the arbitrator will be final and binding on both parties. The Arbitration

shall be governed by the Arbitration and Conciliation Act, 1996.

2.17.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time to:

- (a) Suspend and / or cancel the Selection Process and / or amend and / or supplement the Selection Process or modify the dates or other terms of conditions relating thereto with intimation to the bidders.
- (b) Confer with any Applicant in order to receive clarification or further information.
- (c) Retain any information and / or evidence submitted to the Authority by, on behalf of and / or in relation to any Applicant; and / or
- (d) Independently verify, disqualify, reject and / or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

2.17.3. It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder, pursuant hereto, and / or in connection herewith and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or in future.

2.17.4. All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.

2.18. TERMINATION OF THE ENGAGEMENT

If the performance of the Transaction Advisor is not up to the satisfaction of SUDA or the Transaction Advisor fails to perform as per the agreed Terms of Reference (TOR), SUDA reserves the right to terminate the engagement with right to claim damages, loss *etc.* as deemed fit.

In that case a written notice will be served to the agency before terminating the contract.

3. DOCUMENTS

3.1. APPENDIX - I

Documents for Financial Proposal

The Financial Proposal includes the following documents:

Form 1: Covering Letter;

Form 2: Financial Proposal;

Form-3: Statement of Legal Capacity alongwith the Power of Attorney;

Form 4: Declaration on Manpower Support,

DD of Earnest Money deposit and the bid document duly signed in all the pages as acceptance of the Bid Clauses and Terms of References.

FINANCIAL PROPOSAL

Form - 1

Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To: The Director
State Urban Development Authority
ILGUS Bhawan
HC Block, Sector-III
Bidhannagar
Kolkata – 700 106

“APPOINTMENT OF TRANSACTION ADVISOR for Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management for selection of Developers & Operators”

Ref : Your tender ID no. dated

Dear Sir,

With reference to your RFP Document No. dated, I / We -----, having examined all relevant documents and understood their content, hereby submit our Financial Proposal for selection as Transaction Advisor for Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management for selection of Developers & Operators.

The proposal is unconditional and unqualified.

- (1) I / We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Transaction advisor and we certify that all information provided

- in the Proposal and in the Appendix is true and correct and documents accompanying such Proposal are true copies of their respective originals.
- (2) I / We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise waive our right to challenge the same on any account whatsoever.
 - (3) I / We certify that in the last three years, we or any of our Associates have neither failed to perform any contract as evidenced by imposition of penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or by any PSU nor have been expelled from any project or contract by any public authority or have had any contract terminated by any public authority for breach on our part.
 - (4) I / We declare that:
 - (a) I / We have not directly or indirectly or through an agent engaged in or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any public sector enterprise or any government, Central or State; and
 - (b) I / We hereby certify that we have taken steps to ensure that in conformity with the provision of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - (5) I / We understand that the Authority may cancel the Selection Process at any time and that the Authority is neither bound to accept any Proposal nor to select the Consultant, [without incurring any liability to the Applicants.
 - (6) I / We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse order passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
 - (7) I / We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any our Associates.
 - (8) I / We further certify that no investigation by a regulatory authority is pending either against us against our CEO or any Directors / Managers / employees.
 - (9) I / We agree and understand that the proposal is subject to the provision of the

RFP document. In no case, shall I / We have any claim or right of whatsoever nature, if the appointment of Transaction Adviser is not awarded to me / us or our proposal is not opened or rejected.

- (10) A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 3.
- (11) In the event of my / our firm being selected as the Transaction advisor, I / we agree and undertake to provide the services of the Experts in accordance with the provisions of the RFP in the Terms of Reference and that the Experts shall be responsible for providing the agreed services himself and not through any other person or Associate.
- (12) I / We have studied RFP and all other documents carefully. We understand that we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to Selection Process including the award of the job of Transaction Advisor.
- (13) I / We agree that this offer shall remain valid for a period of 180 days from the date of submission of bid.
- (14) I / We agree and undertake to abide by all the terms and conditions of the RFP Document.
- (15) In witness thereof, I / we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

For and on behalf of

(Signature, name and designation of the authorised signatory)
(Name and seal of the Applicant / Lead Member)

Form - 2

Financial Proposal

(Cluster No. & description: _____)

Name of the Bidder:
 Name of Authorized Signatory:
 Address:
 Email:
 Telephone No.:
 Mobile No.:
 Fax No.:

Total amount offered towards fees inclusive of all taxes and expenses *etc.* for appointment as Transaction Advisor for Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management for selection of Developers & Operators.

Amount in figures (excluding GST) Rs.	Amount in words (excluding GST)

There will be no other fees or charges other than the above amount and the above costs cover all expenditure including travel, lodging & boarding, transport, setting up office *etc.*

Signature of the Authorized person on behalf of (Name of the Bidder)

Notes:

1. The financial proposal is unconditional.
2. All payments shall be made in Indian Rupees after TDS and subject to deduction of other applicable taxes, if any.

Form-3

Statement of Legal Capacity*(To be forwarded on the letter head of the Applicant)*

Ref:

Date:

To: The Director
State Urban Development Authority
ILGUS Bhawan
HC Block, Sector-III,
Bidhannagar
Kolkata - 700106

Sub: Appointment of Transaction Advisor for Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management for selection of Developers & Operators

Ref : Your tender ID no. SUDA/...../TA dated

Dear Sir,

I / We hereby confirm that I / we, the Applicant satisfy the terms and conditions laid down in the RfP document.

I / We have agreed that (insert individual's name) will act as Authorized Representative on our behalf and has been duly authorized to submit our Proposal. Further, the authorized representative is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

For and on behalf of
(Signature, name and designation of the authorized signatory)

Form-4

Declaration on Manpower Support*(To be forwarded on the letter head of the Applicant)*

Ref:

Date:

To: The Director
State Urban Development Authority
ILGUS Bhawan
HC Block, Sector-III,
Bidhannagar
Kolkata – 700106

Sub: Engagement of key Manpower viz., Team Leader, Solid Waste Management Specialist, PPP Specialist, Financial Analyst and Legal Consultancy firm.

Ref: Your tender ID no. SUDA/...../TA dated

Dear Sir,

I / We hereby confirm that I / we, the Applicant have the following strength of key Personnel, who will be engaged in support of the project and will prepare the Total Bid Document/Request for Proposal/Expression of Interest (EOI) for the clustered Projects as identified, in conformity with the Terms of Reference of the RFP document, as laid down.

Sl. No.	Name of the Key Personnel/Manpower/firm	Designation	Qualification	Experience in the relevant Field	e-mail ID and Contact No.

Yours faithfully,

For and on behalf of

(Signature, name and designation of the authorized signatory)

Power of Attorney

Know all men by these presents, We, _____ (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. / Ms. _____ Son / daughter / wife and presently residing at _____ who is presently employed with / retained by us and holding the position of _____ as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Transaction Adviser for assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management for selection of Developers & Operators for Solid Waste Management Projects, including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conference and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said consultancy job and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____ THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF _____, 2019.

For (Signature, Name, Designation and Address)

Witnesses:

1) _____

2) _____

Notarised

Accepted (Signature, name designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the

executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

Terms of Reference (TOR) for Transaction Adviser

(1) Introduction

Government of West Bengal has taken several steps/initiatives for making all the cities Clean, Green and Beautiful with special emphasis on management of Solid Wastes in Municipal Towns of the State. One of the obligatory functions of the Municipal Bodies is to remove solid waste from the cities under Sections 63, 95B, 260, 273 of the West Bengal Municipal Act 1993 and corresponding Sections in the Municipal Corporations' Acts. A number of initiatives have been taken by the UD&MA Department to ensure that solid waste are collected by the Municipal Bodies and disposed of scientifically by them. Under Mission Nirmal Bangla, a lot of equipment *e.g.* garbage bins, compactors, hydraulic tippers and other vehicles, community bins to Municipal Bodies to assist them in systematic collection of garbage from individual holdings, their transportation and stacking before disposal. Land has also been provided through inter departmental transfer to municipal bodies to set up dumping ground cum solid waste processing plants. In some cases these bodies have been permitted to purchase private land for setting up these facilities. The municipal bodies are required to collect waste from individual holdings systematically and transport them regularly to the solid waste disposal facility and get them recycled/processed scientifically. There are some sporadic efforts by some municipalities to collect waste and process them to the best of their abilities. It is, however, a fact that most municipal bodies don't have the technical capability, financial muscle and managerial competence to handle solid waste in a scientific manner. As a result, in spite of best intentions and substantial investments, these efforts have not resulted in any significant improvement of situation. In the light of importance given to scientific collection and disposal of solid waste, a large number of legislations and guidelines have been issued by different authorities from time to time. Some of these are:

- 1) Solid Waste Management Rules 2016 of Government of India
- 2) Policy and Strategy on Solid Waste Management for Urban Areas of West Bengal 2017
- 3) Plastics Waste Management Rules 2016 of Government of India
- 4) Policy and Strategy on Plastics Waste Management for Urban Areas of West Bengal 2017
- 5) Amendment of the West Bengal Municipal Act for banning using plastic bags below 50 microns.
- 6) State Government Order to all the ULBs to regularly remove Solid Wastes from all the Hospitals in their jurisdiction and accordingly make special arrangement for Hospital Solid Waste removal.
- 7) State Government declaration of Green Zone from Airport to NABANNA area.
- 8) Guideline of Ministry of Housing & Urban Affairs, Gol on Implementation of SWM by Bulk Solid Waste Generators.

The present state of solid waste disposal in urban areas may be attributed to the model we have been following so far. This model of solid waste collection and

disposal involves awareness generation among the population, expectation of segregation of source, door to door collection by the municipal bodies, intermediate storage of such collected waste, segregation at intermediate storage points, ultimate transportation to the disposal ground and segregation, recycling, processing (Bio-gas, RDF, compost) and finally landfill with the residue. While the municipalities in many cases are able to carry out the first three functions reasonably effectively given appropriate support, it would not be rational to expect that the final steps, viz. those of collection of solid waste from intermediate transit points to their final processing and landfill can be effectively carried out by the municipal bodies at their current level of resources and competence.

The Urban Development & Municipal Affairs (UD&MA) Department through Kolkata Metropolitan Development Authority (KMDA) and Municipal Engineering Directorate (MED) are developing landfill sites and solid waste processing facilities in different municipalities based on this model investing significant amount of money in setting up compost plants and Biogas energy plants in municipalities. The critical gap in these efforts to manage solid waste are in the areas of technical and managerial competence.

Segregation of solid waste, their processing to either to produce compost or Refuse Derived Fuel (RDF) or Bio-gas, their marketing, recycling of waste processing of construction and demolition waste, a remediation of legacy waste, management of landfill site, all of these are technically and managerially complex functions. The experience across cities in India and abroad shows that these functions are best carried out by technically and financially competent agencies. Such agencies are seen to be running successful plants in many Indian cities e.g. Hyderabad, Bangalore, Panaji, Indore, Bhopal, Surat etc.

In this light, State Government has decided to appoint Transaction Advisor for Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management for selection of Developers & Operators

(2) Objectives

The objective of engaging a Transaction Advisor is for Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management for selection of Developers & Operators.

(3) Scope of Work/Description of Task

The broad responsibilities of the Transaction Adviser are summarized as follows:

- Carry out **feasibility study of the project** in all respect including techno economic viability of existing cluster /proposed cluster of municipal bodies.
- Preparation of **Detailed Project Report** for Integrated Solid Waste Management for the municipal bodies involved in this project.
- Drafting of **Request for Proposal (RFP)** for selection of competent agency for carriage (as required) and processing of waste for the cluster.
- Assisting Solid Waste Management (SWM) Cell in managing the bid process including **evaluation of bids** and for selection of successful agency for the cluster.
- **Drafting of Tripartite Agreement** between Municipal Bodies in the Cluster, the SWM Cell of the Department and the Selected Agency.

The Transaction Advisor shall keep the following in view in the discharge of the above responsibilities:

- a) Consultation with UD & MA Department, SUDA, ULBs, Development Authorities and other stakeholders to identify and conceptualize/develop projects for Solid Waste Management through cluster/standalone approach.
- b) Detailed Project Report should be developed from the primary collection stage up to the final processing and disposal of all types of solid waste. A comprehensive DPR indicating each stages of waste management i.e. primary Door to Door collection of segregated waste, mode of transportation, setting up of transfer station wherever feasible and disposal of Solid Waste as per protocol of SWM Rules, 2016 are to be followed.
- c) The Detailed Project Report for all ongoing projects should incorporate all capital investment already made and existing infrastructure should be considered optimally.
- d) The Detailed Project Report should be flexible with regard to technology for processing of waste and sanitary landfill. TAs should provide the broad contours of the project indicating performance parameters considering land constraints and other limitations, if any, within which concessionaires are free and flexible to choose technology of choice.
- e) Transaction Advisor should set up office for this purpose in a suitable location for ease of interaction. It is preferable that the TA should have office setup at Kolkata for ease of interaction.

- f) Projects should be structured under appropriate PPP mode to enable optimum utilization of the investments already made in SWM projects. Innovative business and commercial practices such as commercial sale of products, levy of user charges/ fee etc., as appropriate under the applicable laws should be incorporated in the Detailed Project Report.
- g) Transaction Advisor is advised to undertake visits to acclaim projects in other states and study best practices. In the financial proposal TA may incorporate the travel expenses and related incidental charges for visit to other States to see the best practices considering visit at least in two such cities with two experts from the team.

Note: The Transaction Advisor shall prepare bid documents (RFP, Concession Agreement *etc.*) and manage bid process upto signing of Concession Agreement; while doing so the following objectives shall have to be addressed.

- Optimum utilization of existing infrastructure of Solid Wastes in the ULBs and in conformity with policy of Government of West Bengal.
- Optimum utilization of land for processing plant and sanitary landfill site clubbing ULBs in clusters to make the project financially and technically feasible.
- While undertaking the feasibility study, the proposed cluster sites should re-visited for suitable modification, if necessary. For finalization of cluster, SUDA should be consulted. The cluster-wise DPR, RFP (concession RFP for implementation) may be prepared accordingly.
- Collection, segregation and transportation of wastes shall be the primary responsibility of ULBs. However the TA will give a comprehensive and holistic mechanism in consultation with the ULBs regarding collection at door step to final disposal.
- Incentive on performance for all stakeholders.
- A flow chart for disposal of all types of wastes from source up to the processing plant/Landfill to be developed. A clear pictorial representation of the plan should be developed by the TA itself in their report.
- Necessary clearances to be obtained from the Department of Environment, West Bengal Pollution Control Board and other regulatory bodies, on behalf of operating agency.

Necessary clearances need to be secured by the Concessionaire with assistance from SUDA/ other relevant Government Agencies

TAs are only required to list and specify the clearances required for executing the proposed projects in the given clusters

- New technology (i.e. the technology to be adopted in adherence to SWM Rules, 2016) should be backed by necessary certificate/s (Necessary Certification means Pollution Clearance Certificate etc.) from the proper authority (Proper authority means Pollution Control Board and other regulatory authorities.).
- Effective Operation & Management System is to be for at least 20 years.
- Processing and disposal of Legacy waste and reclamation of land is to be incorporated.
- Land for processing plant and sanitary landfill site is to be identified by ULB.
- Reclamation of existing Dumping Grounds, scientific development, beautification etc. of the Dumping Grounds.
- Segregation and processing of recyclable waste as per SWM Rules, 2016 is to be ensured effectively.
- Scope of work should be customized on available field data and technology for each cluster/project.
- Implementation of effective and viable model based on national and international best practices.
- Proposal should be inclusive of institutional structures required for implementation of projects and operation & maintenance thereof with private sector financing.
- Key performance indicators to be identified. These are to be linked with schedule of payment to operating agencies.
- Principal objective: Achievement of cent percent disposal and processing of incoming waste and waste as available in existing dumping site, and to maintain its sustainability.

(4) Assignment for following Proposed Clusters:

Cluster No.	Existing Projects in ULB/s	Proposed Cluster
1	Dum Dum, North Dum Dum, South Dum Dum, Baranagar	Dum Dum, North Dum Dum, South Dum Dum, Baranagar, Kamarhati, New Barrackpore
2		New Town, NDITA, Bidhannagar MC and wards of Kolkata MC adjoining to Bidhannagar MC

Cluster No.	Existing Projects in ULB/s	Proposed Cluster
3	Ashoknagar-Kalyangarh and Habra	Ashoknagar-Kalyangarh and Habra
4	Baidyabati, Uttarpara-Kotrung, Rishra, Serampore, Champdani and Konnagar	Baidyabati, Uttarpara-Kotrung, Rishra, Serampore, Champdani and Konnagar, Dankuni, Bhadreswar

As per feasibility of the project, clusters may redefined.

Each Transaction Advisor can apply to bid for all the four clusters. However he will be awarded for maximum upto three clusters. If one bidder becomes L1 for all four clusters he may opt for dropping one as per his choice. In case of finalizing the award for the remaining fourth one, negotiation will be made with the second lowest bidder.

For each cluster, TA has to submit Form-2 separately however, they may submit same set of Form-3 and Form-4 for each of the cluster.

(5) Deliverables

Stage	Activity	Time Allocated *
Stage 1	Submission of the Inception Report	10 days from the date of signing of contract.
Stage 2	Submission of Draft Feasibility Report	45 days from the Stage 1
Stage 3	Submission of Final Feasibility Report along with action plan	10 days from approval of Stage 2
Stage 4	Submission of the Draft RFP for selection of Agency	20 days from approval of Stage 3
Stage 5	Submission of the Final RFP for selection of Agency	10 days from approval of Stage 4
Stage 6	Evaluation of the Tender Documents and recommendation for the Selected Agency	10 days from tender closing date
Stage 7	Getting the Concession Agreement signed by the selected Agency	10 days from Stage 6

A Fortnightly meeting will be held where the progress of the assignment will be reviewed against the progress submitted by the TA.

(6) Expertise and Inputs:

It is envisaged that the assignment will be undertaken by a team who has adequate experience in the field of Solid Waste Management. The constituents of the team would be provided.

(7) Profile of Key Manpower:

(a) Team leader

- 10 years experience, Bachelor in Engineering with Post Graduate Degree in Management/ M.Plan/ C.A.
- Experience in leading at least 3 projects in the Solid Waste Management/ Urban Infrastructure sector on PPP basis.

- TA should specify whether the person is associated with his Company or Out sourced. If out sourced, submit the certificate of incumbent expressing their interest.

(b) Solid Waste Management Specialist

- - 5 years' experience, Bachelor in Engineering/M.Sc/MBA
- - Experience in handling at least 2 Solid Waste Management projects involving feasibility assessment, operations, technical aspects etc.
- Please specify whether the person is associated with this company or outsourced. if outsourced, submit the certificate of the incumbent showing their interest.

(c) PPP specialist

- 5 years' experience, Post Graduate Degree in Management/Finance/Economics
- - Experience in handling at least 2 transaction projects executed in PPP mode
- Please specify whether the person is associated with this company or outsourced. if outsourced, submit the certificate of the incumbent showing their interest

(d) Financial Analyst

- 5 years' experience, Post Graduate in Management/ Finance/ Economics/Chartered Accountant
- Experience in at least 2 such projects executed in PPP mode.
- Please specify whether the person is associated with this company or outsourced. If outsourced, submit the certificate of the incumbent showing their interest.

(e) Legal Consultant

TA can hire Legal firm for drafting and legal vetting of bid proposal.

The above are the minimum key manpower requirement from the Transaction Advisors and to be submitted at the time of submission of Bid. A declaration is also to be made in this regard in Form 4 of Appendix-I.

(8) Working arrangement:

The assignment will be contracted by Director, State Urban Development Agency, West Bengal. ULB/s will nominate an officer to liaison with the TA Team.

(9) Items to be provided by the SUDA:

All the data will be provided by SUDA and ULB to the TA and for that TA

should inform the requirement of requisite data to the office of SUDA. However certain data's are to be collected by the TA during their Field Study if it is not readily available with SUDA/ ULB.

It is to say that with regards to topographical survey, geotechnical investigation, leachate quality analysis, ground & surface water quality analysis, waste characterization survey etc shall be under the scope of TA consultant where SUDA/KMDA will extend full support.

(10) Items to be provided by the TA:

The TA shall organize and provide for:

- Arrange for all transportation and travelling required for the TA
- Accommodation should also be included in the budget of the TA. Total fee quoted shall be inclusive of all OPEs.
- Any other as required for completion of assignment.

(11) Payment Schedule/arrangement:

Stage	Details of Stages	Percentage
Stage 1A	Submission of inception report of TA	5%
Stage 1B	Acceptance of inception report by the Authority within 7 working days from the date of submission	5%
Stage 2A	Submission of Draft Feasibility Report by the TA	10%
Stage 2B	Acceptance of Draft Feasibility Report, by the Authority within 7 working days from the date of submission	10%
Stage 3A	Submission of Draft RFP by the Agency	10%
Stage 3B	Acceptance of Draft RFP by the Authority within 30 working days of submission	10%
Stage 4	Submission of the Final RFP for selection of Agency	10%
Stage 5	Evaluation of the Tender Documents and recommendation for the Selected Agency	20%
Stage 6	Getting the Concession Agreement signed by the selected Agency	20%
	Total	100%

SUDA shall review and monitor the progress of the assignment. On acceptance of the report against each milestone by the Director, SUDA, payment will be released subject to deduction of taxes, as applicable.

The Contract document to be drafted in consultation with successful bidder and the clauses will be mutually decided.

Director, SUDA

ক্রমিক নং SUDA-227/2018/1796

তারিখ 25/01/2019

CORRIGENDUM

Subject: Request for Proposal (RFP) from the Empanelled Transaction Advisors for Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management for selection of Developers & Operators.

Original RFP Ref. No.: SUDA-227/2018/1617 dated 31.12.2018 and subsequent
 Revised RFP Ref. No.: SUDA-227/2018/1760 dated 18.01.2019

Sl. No.	Page and Ref. Clause Nos. in RFP Documents	Clause/Terms & conditions/Technical Specifications/Declarations as mentioned in the RFP	Clause/Terms & conditions/Technical Specifications/Declarations as modified and/or Clarifications, if any
1.	Page No. 11 Clause No.: 2.10	Manner of Submission of Proposal	The agency is allowed to submit bid documents, such as Power of Attorney, Letter of Proposal, Statement of Legal Capacity and other statutory documents (except Form-4) that they have submitted before the Finance Department, Govt. of West Bengal at the time of their empanelment. However, successful bidder/s will be required to submit the above documents afresh at the time of execution of Contract.
2.	Page No. 20 Form - 2 1 st Para	Financial Proposal	The total amount offered towards fees, would be inclusive of any type of expenditure, but excluding GST only. However, GST as per actual rate shall be payable extra, at the time of invoicing.

রাজ্য নগর উন্নয়ন সংস্থা

STATE URBAN DEVELOPMENT AGENCY

“ইলগাস ভবন”, এইচ-সি ব্লক, সেক্টর-৩, বিধাননগর, কলকাতা-৭০০ ১০৬, পশ্চিমবঙ্গ

“ILGUS BHAVAN”, H-C Block, Sector - III, Bidhannagar, Kolkata - 700 106, West Bengal

ক্রমিক নং

তারিখ

Sl. No.	Page and Ref. Clause Nos. in RFP Documents	Clause/Terms & conditions/Technical Specifications/Declarations as mentioned in the RFP		Clause/Terms & conditions/Technical Specifications/Declarations as modified and/or Clarifications, if any
		Stage	Details of stages	Percentage
3.	Page No. 14 & 32 Payment Schedule	Revised as:		
		Stage 1A	Submission of the Inception Report	5%
		Stage 1B	Acceptance of Inception Report by the Authority within 7 working days from the date of submission	5%
		Stage 2A	Submission of Draft Feasibility Report by the TA	5%
		Stage 2B	Acceptance of Draft Feasibility Report, by the Authority within 7 working days from the date of submission	5%
		Stage 3	Submission of Final Feasibility Report along with action plan by the TA within 7 working days from the date of submission of corrected draft from the Authority	5%
		Stage 4A	Submission of Draft RFP by the Agency	5%
		Stage 4B	Acceptance of Draft RFP by the Authority within 30 working days of submission	10%
		Stage 5A	Submission of the Final RFP for selection of Agency	10%
		Stage 5B	Acceptance of the Final RFP by the Authority within 30 working days of submission	10%
		Stage 6	Evaluation of the Tender Documents and recommendation for the Selected Agency	20%
		Stage 7	Getting the Concession Agreement signed by the selected Agency	20%
4.	Terms of Reference (TOR) for TA	The term 'Detailed Project Report', wherever mentioned may be meant as the Technical Feasibility Report that is deliverable from the selected Transaction Advisor, in the period of Contract.		

25/1/19
Director, SUDA

দূরভাষ : ২৩৫৮ ৬৪০৩ / ৫৭৬৭, ফ্যাক্স : ২৩৫৮ ৫৮০০

Tel : 2358 6403/5767, Fax : 2358 5800, E-mail : wbsudadir@gmail.com Page | 2

Account Section : 2358 6408

রাজ্য নগর উন্নয়ন সংস্থা
STATE URBAN DEVELOPMENT AGENCY

“ইলগাস ভবন”, এইচ-সি ব্লক, সেক্টর-৩, বিধাননগর, কলকাতা-৭০০ ১০৬, পশ্চিমবঙ্গ
“ILGUS BHAVAN”, H-C Block, Sector - III, Bidhannagar, Kolkata - 700 106, West Bengal

ক্রমিক নংSUDA-227/2018(Pt.II)/ 5509

তারিখ 13.08.2019

To
Mr. Yogesh Daruka,
Pricewaterhouse Coopers (PwC) Pvt. Ltd.
Plot No. DN56-57, Sector-V
Salt Lake, Kolkata - 700091

Sub: Work Order for providing Transaction Advisory Services

Ref: Finance Department U.O. No. Group-T/2019-2020/0277 dated 04.07.2019

Sir,

With reference to above, I would like to inform you that your proposed rate of Rs.28,93,684/- (Inclusive of all expenses excluding GST) with regard to ‘Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management for selection of Developers & Operators’ has been accepted for each of the following Clusters:

Cluster No.	Proposed Cluster
8	Kalyani, Gayeshpur, Halisahar, Haringhata and Kanchrapara Municipalities
9	Ranaghat Municipality, Birnagar Municipality, Taherpur NAA and Coopars Camp NAA,
10	Krishnagar, Nabadwip and Santipur Municipalities

The broad responsibilities of you as a Transaction Adviser for all these Clusters are as follows:

- Carry out feasibility study of the project in all respect including techno economic viability of existing cluster /proposed cluster of municipal bodies.
- Preparation of Detailed Project Report for Integrated Solid Waste Management for the municipal bodies involved in this project.
- Drafting of Request for Proposal (RFP) for selection of competent agency for carriage (as required) and processing of waste for the cluster.
- Assisting Solid Waste Management (SWM) Cell in managing the bid process including evaluation of bids and for selection of successful agency for the cluster.
- Drafting of Concession Agreement to be executed with the selected agency.

The work will have to be executed as per Terms of Reference enclosed herewith adhering to the following stipulated conditions:

দুরভাষ : ২৩৫৮ ৬৪০৩ / ৫৭৬৭, ফ্যাক্স : ২৩৫৮ ৫৮০০

Tel : 2358 6403/5767, Fax : 2358 5800, E-mail : wbsudadir@gmail.com

Account Section : 2358 6408

1. Deliverables:

Stage	Activity	Time Allocated
Stage 1	Submission of the Inception Report	10 days from the date of signing of contract.
Stage 2	Submission of Draft Feasibility Report	45 days from the Stage 1
Stage 3	Submission of Final Feasibility Report along with action plan	10 days from approval of Stage 2
Stage 4	Submission of the Draft RFP for selection of Agency	20 days from approval of Stage 3
Stage 5	Submission of the Final RFP for selection of Agency	10 days from approval of Stage 4
Stage 6	Evaluation of the Tender Documents and recommendation for the Selected Agency	10 days from tender closing date
Stage 7	Getting the Concession Agreement signed by the selected Agency	10 days from Stage 6

2. Payment Schedule:

Stage	Details of stages	Percentage
Stage 1A	Submission of the Inception Report	5%
Stage 1B	Acceptance of Inception Report by the Authority within 7 working days from the date of submission	5%
Stage 2A	Submission of Draft Feasibility Report by the TA	5%
Stage 2B	Acceptance of Draft Feasibility Report, by the Authority within 7 working days from the date of submission	5%
Stage 3	Submission of Final Feasibility Report along with action plan by the TA within 7 working days from the date of submission of corrected draft from the Authority	5%
Stage 4A	Submission of Draft RFP by the Agency	5%
Stage 4B	Acceptance of Draft RFP by the Authority within 30 working days of submission	10%
Stage 5A	Submission of the Final RFP for selection of Agency	10%
Stage 5B	Acceptance of the Final RFP by the Authority within 30 working days of submission	10%
Stage 6	Evaluation of the Tender Documents and recommendation for the Selected Agency	20%
Stage 7	Getting the Concession Agreement signed by the selected Agency	20%
	TOTAL	100%

3. The Manpower support that you have to put in place for timely execution of the assignment has to be maintained appropriately.

Subject to acceptance of abovementioned conditions, you are hereby requested to execute a formal agreement with the undersigned within 15 days from the date of issue of this letter of acceptance cum work order, failing which it will be presumed that you are not interested to execute the offer and in that case the work order will be treated as cancelled.

Yours faithfully

[Handwritten Signature]

(Director)

Enclo: Terms of Reference

SUDA-227/2018(Pt.I)/ 5509/1(1)

Date: 13.08.2019

Copy forwarded for kind information to:

The Principal Secretary, UD & MA Department, GoWB

[Handwritten Signature]

(Director)

Terms of Reference (TOR) for Transaction Adviser

(1) Introduction

Government of West Bengal has taken several steps/initiatives for making all the cities Clean, Green and Beautiful with special emphasis on management of Solid Wastes in Municipal Towns of the State. One of the obligatory functions of the Municipal Bodies is to remove solid waste from the cities under Sections 63, 95B, 260, 273 of the West Bengal Municipal Act, 1993 and corresponding provisions of the statute governing Municipal Corporations in West Bengal. A number of initiatives have been taken by the Urban Development & Municipal Affairs Department to ensure that solid waste are collected by the Municipal Bodies and disposed of scientifically by them. Under Mission Nirmal Bangla, a lot of equipment e.g. garbage bins, compactors, hydraulic tippers and other vehicles, community bins to Municipal Bodies to assist them in systematic collection of garbage from individual holdings, their transportation and stacking before disposal. Land has also been provided through inter departmental transfer to municipal bodies to set up dumping ground cum solid waste processing plants. In some cases these bodies have been permitted to purchase private land for setting up these facilities. The municipal bodies are required to collect waste from individual holdings systematically and transport them regularly to the solid waste disposal facility and get them recycled/processed scientifically. Efforts has been taken by some municipalities to collect waste and process them to the best of their abilities. It is, however, a fact that most municipal bodies do not have the technical capability, financial capacity and managerial competence to handle disposal of solid waste in a scientific manner. As a result, in spite of best intentions and substantial investments, these efforts have not resulted in significant improvement of situation.

In the light of importance given to scientific collection and disposal of solid waste, a large number of legislations and guidelines have been issued by different authorities from time to time. Some of these are:

- 1) Solid Waste Management Rules 2016 framed by Government of India
- 2) Policy and Strategy on Solid Waste Management for Urban Areas of West Bengal made in 2017
- 3) Plastics Waste Management Rules 2016 framed by Government of India
- 4) Policy and Strategy on Plastics Waste Management for Urban Areas of West Bengal made in 2017
- 5) Amendment of the West Bengal Municipal Act 1993 incorporating the provisions for banning using plastic bags below 50 microns.
- 6) State Government Order to all the Urban Local Bodies to regularly remove Solid Wastes from all the Hospitals in their jurisdiction and accordingly make special arrangement for removal of solid waste generated at Hospital.
- 7) Guideline of Ministry of Housing & Urban Affairs, Government of India on Implementation of Solid Waste Management by Bulk Solid Waste Generators.

The present state of solid waste disposal in urban areas involves awareness generation among the population, expectation of segregation of source, door to door collection by the

municipal bodies, intermediate storage of such collected waste, segregation at intermediate storage points, ultimate transportation to the disposal ground and segregation, recycling, processing (Bio-gas, RDF, compost) and finally landfill with the residue. While the municipalities in many cases are able to carry out the first three functions reasonably and effectively given appropriate support, the final steps, viz. collection of solid waste from intermediate transit points to their final processing and landfill may not be effectively carried out by the municipal bodies at their current level of resources and competence.

The Urban Development & Municipal Affairs (UD&MA) Department through Kolkata Metropolitan Development Authority (KMDA) and Municipal Engineering Directorate (MED) are developing landfill sites and solid waste processing facilities (compost plants and Biogas energy plants) in different municipalities based on this model.

However, segregation of solid waste, their processing to either to produce compost or Refuse Derived Fuel (RDF) or Bio-gas, their marketing, recycling of waste processing of construction and demolition waste, a remediation of legacy waste, management of landfill site, all of these are technically and managerially complex functions. The experience across cities in India and abroad shows that these functions are best carried out by technically and financially competent agencies. Such agencies are seen to be running successful plants in many Indian cities e.g. Hyderabad, Bangalore, Panaji, Indore, Bhopal, Surat etc.

In this light, State Government has decided to appoint **Transaction Advisor for Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management** for selection of Developers and Operators

(2) Objectives

The objective of engaging a Transaction Advisor is for **Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management** for selection of Developers and Operators.

(3) Scope of Work/Description of Task

3.1. The broad responsibilities of the Transaction Adviser are summarized as follows:

- a) Carry out **feasibility study of the project** in all respect including techno economic viability of existing cluster /proposed cluster of municipal bodies.
- b) Preparation of **Detailed Feasibility Report** for Integrated Solid Waste Management for the municipal bodies involved in this project. The Feasibility Report must cover all ambits of municipal solid waste management from door to door collection, primary/secondary transportation (if required), requirement of transfer stations (if any), processing facility and disposal of inert. Costing of this will also be included in the report.
- c) Drafting of **Request for Proposal (RFP)** for selection of competent agency for carriage (as required) and processing of waste for the cluster.
- d) Assisting Solid Waste Management (SWM) Cell in managing the bid process including **evaluation of bids** and for selection of successful agency for the cluster.
- e) **Drafting of Tripartite Agreement** between Municipal Bodies in the Cluster, the SWM Cell of the Department and the Selected Agency.

3.2. The Transaction Advisor shall keep the following in view in the discharge of the above responsibilities:

- a) Consultation with Urban Development and Municipal Affairs Department, STATE URBAN DEVELOPMENT AGENCY, URBAN LOCAL BODIES, Development Authorities and other stakeholders to identify and conceptualize/develop projects for Solid Waste Management through cluster/standalone approach.
- b) Detailed Technical Feasibility Report should be developed from the primary collection stage up to the final processing and disposal of all types of solid waste. A comprehensive Technical Feasibility Report indicating each stages of waste management i.e. primary Door to Door collection of segregated waste, mode of transportation, setting up of transfer station wherever feasible and disposal of Solid Waste as per provision of SWM Rules, 2016 are to be followed.
- c) The Detailed Project Report for all ongoing projects should incorporate all capital investment already made and existing infrastructure should be considered optimally.
- d) The Detailed Technical Feasibility Report should be flexible with regard to technology for processing of waste and sanitary landfill. Transaction Advisors should provide the broad contours of the project indicating performance parameters considering land constraints and other limitations, if any, within which concessionaires are free and flexible to choose technology of choice.
- e) It is preferable that the Transaction Advisor should have office setup at Kolkata for ease of interaction and should be available as and when required by the Authority.

- f) Projects should be structured under appropriate Public Private Partnership mode to enable optimum utilization of the investments already made in Solid Waste Management projects. Innovative business and commercial practices such as commercial sale of products, levy of user charges/ fee etc., as appropriate under the applicable laws should be incorporated in the Detailed Technical Feasibility Report.
- g) Transaction Advisor is to undertake visits to acclaim projects in other states and study best practices. In the financial proposal Transaction Advisor may incorporate the travel expenses and related incidental charges for visit to other States to see the best practices considering visit at least in two such cities with two experts from the team.

3.3. The Transaction Advisor shall prepare bid documents (RFP, Concession Agreement etc.) and manage bid process upto signing of Concession Agreement; while doing so the following objectives shall have to be addressed.

- a) Optimum utilization of existing infrastructure of Solid Wastes in the URBAN LOCAL BODIES and in conformity with policy of Government of West Bengal.
- b) Optimum utilization of land for processing plant and sanitary landfill site clubbing URBAN LOCAL BODIES in clusters to make the project financially and technically feasible.
- c) While undertaking the feasibility study, the proposed cluster sites should re-visited for suitable modification, if necessary. For finalization of cluster, STATE URBAN DEVELOPMENT AGENCY should be consulted. The cluster-wise Detailed Feasibility Report, Request for Proposal (concession Request for Proposal for implementation) may be prepared accordingly.
- d) Collection, segregation and transportation of wastes shall be the primary responsibility of URBAN LOCAL BODIES. However the Transaction Advisor will give a comprehensive and holistic mechanism in consultation with the URBAN LOCAL BODIES regarding collection at door step to final disposal.
- e) Incentive on performance for all stakeholders.
- f) A flow chart for disposal of all types of wastes from source up to the processing plant/Landfill to be developed. A clear pictorial representation of the plan should be developed by the TA itself in their report.
- g) Necessary clearances to be obtained from the Department of Environment, West Bengal Pollution Control Board and other regulatory bodies, on behalf of operating agency as and when required as per extent of rules, statutory provisions etc. pertaining to the matter.

- i. Necessary clearances need to be secured by the Concessionaire with assistance from STATE URBAN DEVELOPMENT AGENCY/ other relevant Government Agencies
 - ii. Transaction Advisors are only required to list and specify the clearances required for executing the proposed projects in the given clusters
- h) New technology (i.e. the technology to be adopted in adherence to SWM Rules, 2016) should be backed by necessary certificate/s (Necessary Certification means Pollution Clearance Certificate etc.) from the proper authority (Proper authority means Pollution Control Board and other regulatory authorities.).
 - i) Effective Operation & Management System is to be for at least 20 years.
 - j) Processing and disposal of Legacy waste and reclamation of land is to be incorporated.
 - k) Land for processing plant and sanitary landfill site is to be identified by URBAN LOCAL BODY.
 - l) Reclamation of existing Dumping Grounds, scientific development, beautification etc. of the Dumping Grounds.
 - m) Segregation and processing of recyclable waste as per Solid Waste Management Rules, 2016 is to be ensured effectively.
 - n) Scope of work should be customized on available field data and technology for each cluster/project.
 - o) Implementation of effective and viable model based on national and international best practices.
 - p) Proposal should be inclusive of institutional structures required for implementation of projects and operation & maintenance thereof with private sector financing.
 - q) Key performance indicators to be identified. These are to be linked with schedule of payment to operating agencies.
 - r) Principal objective: Achievement of 100 percent disposal and processing of incoming waste and waste as available in existing dumping site, and to maintain its sustainability.

(4) Assignment for following Proposed Clusters:

Cluster No.	Proposed Cluster
8	Kalyani, Gayeshpur, Halisahar, Haringhata and Kanchrapara Municipalities
9	Ranaghat Municipality, Birnagar Municipality, Taherpur NAA and Coopars Camp NAA,
10	Krishnagar, Nabadwip and Santipur Municipalities

CONTRACT FOR CONSULTANT'S SERVICES

Project Name: "APPOINTMENT OF TRANSACTION ADVISOR for Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management for selection of Developers & Operators"

Project Ref. No. STATE URBAN DEVELOPMENT AGENCY-476/2019/6305 Dated: 06.09.2019

(For Assignment No. 6: Durgapur Municipal Corporation)

Memorandum of Agreement for providing service for "Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management for selection of Developers & Operators"

Between

**State Urban Development Agency (STATE URBAN DEVELOPMENT AGENCY),
Department of Urban Development & Municipal Affairs, Government of West Bengal**

ILGUS Bhawan, HC Block, Sector-III, Bidhannagar, Kolkata - 700 106

and

KPMG Advisory Services Private Limited

Registered office at Lodha Excelus, 1st Floor, Apollo Mills Compound, N.M. Joshi Marg, Mahalakshmi, Mumbai – 400 011 and office at Godrej Waterside, Unit No. 604, 6th Floor, Tower 1, Plot No. 5, Block – DP, Sector V, Salt Lake City, Kolkata – 700 091

Dated: 06.09.2019



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AC 029278

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is made on this 6th day of September, 2019.

BETWEEN

the State Urban Development Agency, Urban Development and Municipal Affairs Department, Government of West Bengal acting through the Director (hereinafter referred to as the "Authority") which expression shall where the context so admits, includes his successors in office and permitted assigns on the One Part,

AND

KPMG Advisory Services Private Limited, a company incorporated under the Companies Act 1956 and having its registered Office at Lodha Excelus, 1st Floor Apollo Mills Compound, N. M. Joshi Marg, Mahalaxmi, Mumbai 400 011 through KPMG Advisory Services Private Limited's authorized signatory Sumouleendra Ghosh (hereinafter called the "Consultants") which expression shall where the context so admits, includes his successors in office and permitted assigns on the Other Part.


Director
State Urban Development Agency




নং- ২৭২ তাং- ০৩/৮/১৯ মূল্য- ১০০/-

ক্রেতার নাম ও সাং.....
স্ট্যাম্প ভেডার স্বাক্ষর.....
বিধান নগর (সল্ট লেক সিটি) এন্ড এস.আর.ও
মোট স্ট্যাম্প ক্রয় তাং.....
ঢালান নং.....মোট কত টাকা খরিদ.....
ট্রেজারী-বারাকপুর, ভেডার-মিতা দত্ত

STATE URBAN DEVELOPMENT AGENCY
Ilgus Bhaban, H.C. Block, Sector-III,
Salt Lake City, Kolkata - 700 108

21 AUG 2019

658000

WHEREAS

(A) STATE URBAN DEVELOPMENT AGENCY had invited tenders for empanelled transaction advisor firms, enlisted by the Finance Department (PPP cell), Government of West Bengal, vide no.3738 F(Y) dated 11-06-2018 for Appointment of Transaction Advisor for Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management for selection of Developers and Operators, through No. STATE URBAN DEVELOPMENT AGENCY-227/2018/1617, dated 31.12.2018 and subsequently revised through RFP No. STATE URBAN DEVELOPMENT AGENCY-227/2018/1760 dated 18.01.2019 and subsequent corrigendum No. STATE URBAN DEVELOPMENT AGENCY - 227/2018/1796 dated 25.01.2019 (hereinafter called the "services"). Subsequently, STATE URBAN DEVELOPMENT AGENCY as per approval of Finance Department, Government of West Bengal, decided to award all subsequent clusters to the interested empaneled transaction advisor firms based on price discovered during the aforementioned first round of bid process

(B) KPMG Advisory Services Private Limited, registered Office at Lodha Excelus, 1st Floor Apollo Mills Compound, N. M. Joshi Marg, Mahalaxmi, Mumbai 400 011 being one of the empaneled transaction advisors evinced interest to undertake Assignment No. 6: Durgapur Municipal Corporation and have agreed to provide the services for a consideration of Rs. 28,93,684/- (Rs. Twenty Eight Lakh Ninety Three Thousand Six hundred and Eighty Four only) by entering into the contract;

(C) the Authority, on acceptance of the aforesaid proposal of the Consultant, and after receiving necessary approval from Finance Department, Government of West Bengal, vide U.O. No. Group-T/2019-2020/0363 dated 29.07.2019, awarded the Consultancy to the Consultant vide its Letter of Award vide no. SUDA-227/2018(Pt.I)/5510 dated 13.08.2019 (the "LETTER OF ASSOCIATION"); and

(D) in pursuance of the LETTER OF ASSOCIATION, the parties have agreed to enter into this Agreement.

NOW THEREFORE the parties hereto hereby agree as follows: -

The following documents attached here to (Schedule A and B) shall be deemed to form an integral part of this Agreement:

Schedule-A:

1. Main RFP
2. Revised RFP (including the TORs)
3. RFP Corrigendum
4. LETTER OF ASSOCIATION.

Schedule-B:

5. Appendix A: COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF AGREEMENT
6. Appendix B: Terms of Reference
7. Appendix C: Key personnel details
8. Appendix D: Time Schedule for Deliverables
9. Appendix E: Working arrangement and items to be provided by STATE URBAN DEVELOPMENT AGENCY
10. Appendix F: Price

11. Appendix G: Payment schedule/arrangement
12. Appendix-H: OBLIGATIONS OF THE CONSULTANT AND AUTHORITY
13. Appendix-I: FAIRNESS AND GOOD FAITH

The mutual rights and obligations of the Authority and the Consultants are set forth in this Agreement; in particular:

- (a) The Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) The Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as on the day and the year written above.

FOR AND ON BEHALF OF State Urban Development Agency, Urban Development and Municipal Affairs Department, Government of West Bengal

By *S. Satish Gupta*
.....
Director
State Urban Development Agency
(Authorised Representative)

FOR AND ON BEHALF OF

KPMG ADVISORY SERVICES PRIVATE LIMITED

By *Sumantendra G.*
.....

(Authorised Representative)



Witnesses

1) *[Signature]*

2) *Pamraj Basu*

CONSULTANT

STATE URBAN DEVELOPMENT AGENCY

CONDITIONS OF AGREEMENT

1. GENERAL PROVISIONS

1.1 Definitions:

Unless the context otherwise requires, the following term whenever used in this Agreement have following meanings:

- a) "Applicable Law" means the laws and any other instruments having the force of law in the India and the State of West Bengal as they may be issued and in force from time to time;
- b) "Agreement" means the Agreement signed by the Parties, together with all documents/ Appendices attached hereto and includes all modifications made in term of the Provisions of Clause 2 hereof;
- c) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- d) "Authority" means "State Urban Development Agency, Urban Development and Municipal Affairs Department, Government of West Bengal" ;
- e) "Consultant" means and includes sub-consultant and their Personnel, if any, engaged for carrying out of Services under this Agreement;
- f) "Currency" means the Indian Rupees;
- g) "Key personnel" means the personnel referred to in Clause 4.
- h) "Personnel" means persons hired by the Consultants or by any sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- i) "Party" means the Authority or the Consultants, as the case may be, and Parties means both of them;
- j) "Services" shall have the meaning ascribed to it in the RFP and *Term of Reference (TOR)* as set forth in APPENDIX-B hereto;

1.2 Law Governing Agreement

This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Agreement has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Agreement.

1.4 Headings

The Headings shall not limit, alter or affect the meaning of this Agreement.

1.5 Notices

1.5.1 Any notice, request or consent required or permitted to be given or made

pursuant to this Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, speed post, Telegram, facsimile or email to such Party at the addresses specified hereunder: -

Authority: State Urban Development Agency, Urban Development and Municipal Affairs Department, Government of West Bengal, ILGUS Bhawan, HC Block, Sector III, Bidhannagar, Kolkata-700106, West Bengal

Attention: Debarati Dutta Gupta, SUDA Director

Phone: 033 2358 6403/5767

E-mail: sbm.wbsuda@gmail.com

Facsimile: 033 2358 6408

Consultants: KPMG ADVISORY SERVICES PRIVATE LIMITED,

Godrej Waterside, Unit No. 604, 6th Floor, Tower 1, Plot No. 5, Block – DP, Sector V, Salt Lake City, Kolkata – 700 091

Attention: Mr. Sumouleendra Ghosh, Director

E-mail sumouleendra@kpmg.com

Telex: +91 99030 43317

Facsimile: +91 33 4403 4199

1.5.2 Notice will be deemed to be effective as follows:

The notice shall be deemed to be effective in the manner and at time as specified as follows:

- (a) In the case of personal delivery, speed post or registered mail, on delivery;
- (b) In the case of telexes, telegrams and facsimiles 24 hours following confirmed transmission;

1.6 Location:

The Services shall be performed in consultation with State Urban Development Agency, West Bengal to the Urban Local Bodies falling under cluster in State of West Bengal. However, it is not be mandatory for the key personnel of the Consultants to be stationed at the Authority office though it is preferable that the Transaction Advisor should have office setup at Kolkata for ease of interaction and they should be readily available.


Director
State Urban Development Agency



1.7 Authorised Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Agreement by the Authority or the Consultants may be taken or executed by the officials as under:

For the Authority:

Debarati Dutta Gupta, SUDA Director

ILGUS Bhawan, HC Block, Sector III, Bidhannagar, Kolkata-700106, West Bengal

Phone: 033 2358 6403/5767

E-mail: sbm.wbsuda@gmail.com

Facsimile: 033 2358 6408

For the Consultant:

Sumouleendra Ghosh, Director

KPMG Advisory Services Private Limited

Godrej Waterside, Unit No. 604, 6th Floor, Tower 1, Plot No. 5, Block – DP, Sector V, Salt Lake City, Kolkata – 700 091

Phone +91 99030 43317

E-mail: sumouleendra@kpmg.com

Facsimile: +91 33 4403 4199

1.8 Taxes and Duties

The Consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this Agreement and the Authority shall perform such duties in regard to the deduction of such tax as may be lawfully imposed. Irrespective of the aforesaid, the payment to be made hereunder by the Authority shall be made net off applicable GST (at prevailing rates notified under Applicable Laws from time to time), which Authority shall pay over and above the fee payable hereunder.

- 1.9 The conditions shown in letter of invitation, term of reference, and RFP, and financial offers shall be deemed to be incorporated and form part of this Agreement by reference.


Director
State Urban Development Agency





Schedule-A

1. Main RFP (Annexure-1)
2. Revised RFP (including the TORs) (Annexure-2)
3. RFP Corrigendum(Annexure-3)
4. LETTER OF ASSOCIATION. (Annexure-4)

AS

Director
State Urban Development Agency



AS

Schedule-B

Appendix-A

1. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF AGREEMENT

1.1 Effectiveness of Agreement

This Agreement shall come into force on the date of signing the Agreement.

1.2 Commencement of Services

The Consultants shall begin carrying out the Services within 15 days from the date of signing of the Agreement. If the Consultant fails to either acknowledge the LETTER OF ASSOCIATION or commence the assignment as specified herein, save and except for delays caused because of Force Majeure or Authority's breach, the LETTER OF ASSOCIATION shall stand automatically terminated, the earnest money of the bidder shall stand forfeited and in such a situation the authority shall be entitled to proceed with the matter as it deem fit.

1.3 Expiration of Agreement

Unless terminated earlier pursuant to Clause 1.9 hereof, the Agreement shall, subject to the conditions of Appendix-G of this Agreement and other terms hereof, expire upon completion of Services by the Consultant.

1.4 Liability of Parties

This Agreement contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either Party has authority to make, and the Parties shall not bound by or be liable for, any statement, representation, promise or Agreement not set forth herein.

1.5 Modification

Modifications of the terms and conditions of this Agreement, including any modification of the scope of the Services, may be made only by written Agreement between the parties upon mutual consent.

1.6 Force Majeure

1.6.1 Definition: -

- (a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, war, riot, Civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockout or other industrial action are within the

sdh
Director
State Urban Development Agency



power of the party invoking force majeure to prevent, confiscation or any other action by Government agencies.

- (b) Force Majeure shall not include
- (i) Any event which is caused by the negligence or intentional action of a party or such party's sub-consultant or agent or employees, nor
 - (ii) Any event which a diligent party could reasonably have been expected to both (a) take into account at the time of the conclusion of this Agreement and (b) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

1.6.2 No Breach of Agreement

The failure of a Party to fulfill any of its obligations hereunder 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 the Party affected by such an event has taken all reasonable precautions, due and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

1.6.3 Consultation

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

1.6.4 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.

1.6.5 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such

period for the purposes of Services and in reactivating the Services after the end of such period.

1.7 **Suspension**

The Authority by written notice of suspension to the Consultants, may suspend all payments to the Consultants hereunder, if the Consultants fail to perform any of their obligations under this Agreement, including the carrying out of the Services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall request the Consultants to remedy such failure within a period not exceeding fifteen (15) days after receipt by the Consultants of such notice of suspension.

1.8 The Authority for any reasons beyond his reasonable control, may ask the Consultant to suspend whole or part of the Services for such time till the reasons are removed or settled. The extra time period of such duration may be granted as time extension on the original terms and conditions

1.9 **Termination**

1.9.1 By the Authority

The Authority, may by not less than fifteen (15) days written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (c) of this Clause, terminate this Agreement:

- a) If the Consultants fail to remedy the failure in the performance of their obligations hereunder, as specified in a notice within fifteen (15) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently approved in writing;
- e) If as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- c) If the Consultants fails to provide Services as per Agreement.

1.9.2 The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Authority if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable laws or professional obligations. In that case the consultant shall give a notice 30 days before of such termination to the Authority.

1.9.3 Authority, in its sole discretion and for any reason whatsoever, may terminate this Agreement, after giving 15 days of notice to the Consultant..

1.9.4 Cessation of Rights and Obligations

Upon termination of this Agreement pursuant to *Clauses 1.2 or 1.9* hereof, or upon expiration of this Agreement pursuant to concerned provision of this Agreement hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (i) Such rights and obligations as may have accrued on the date of termination or expiration,


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State Urban Development Agency



- (ii) The obligation of confidentiality set forth in concerned of this Agreement hereof, and
- (v) Any right, which a party may have under the Applicable Law.

1.9.5 Cessation of Services

Upon termination of this Agreement by notice of either to the other pursuant to Clauses 1.9.1 or 1.9.2 of this Agreement hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum with respect to documents prepared by the Consultants and equipment and materials furnished by the Authority, the Consultants shall proceed as provided, respectively, by concerned provision of this Agreement hereof.

1.9.6 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 1.9.1 or 1.9.2 of this Agreement hereof, the Authority shall make the payment of Consultant Fee pursuant to Appendix-G of this Agreement hereof for Services performed prior to the effective date of termination to the Consultants (after offsetting against these payments any amount that may be due from the Consultants to the Authority).

1.9.7 Disputes about Events of Termination

If Consultant disputes whether an event specified in paragraphs (a) to (c) Clause 1.9.1 of this Agreement has occurred, he may within forty five (45) days after receipt of notice of termination from the employer, refer the matter to arbitration under this Agreement.

Appendix-B

Terms of Reference (TOR) for Transaction Adviser

(1) Introduction

Government of West Bengal has taken several steps/initiatives for making all the cities Clean, Green and Beautiful with special emphasis on management of Solid Wastes in Municipal Towns of the State. One of the obligatory functions of the Municipal Bodies is to remove solid waste from the cities under Sections 63, 95B, 260, 273 of the West Bengal Municipal Act, 1993 and corresponding provisions of the statute governing Municipal Corporations in West Bengal. A number of initiatives have been taken by the Urban Development & Municipal Affairs Department to ensure that solid waste are collected by the Municipal Bodies and disposed of scientifically by them. Under Mission Nirmal Bangla, a lot of equipment *e.g.* garbage bins, compactors, hydraulic tippers and other vehicles, community bins to Municipal Bodies to assist them in systematic collection of garbage from individual holdings, their transportation and stacking before disposal. Land has also been provided through inter departmental transfer to municipal bodies to set up dumping ground cum solid waste processing plants. In some cases these bodies have been permitted to purchase private land for setting up these facilities. The municipal bodies are required to collect waste from individual holdings systematically and transport them regularly to the solid waste disposal facility and get them recycled/processed scientifically. Efforts has been taken by some municipalities to collect waste and

process them to the best of their abilities. It is, however, a fact that most municipal bodies do not have the technical capability, financial capacity and managerial competence to handle disposal of solid waste in a scientific manner. As a result, in spite of best intentions and substantial investments, these efforts have not resulted in significant improvement of situation.

In the light of importance given to scientific collection and disposal of solid waste, a large number of legislations and guidelines have been issued by different authorities from time to time. Some of these are:

- 1) Solid Waste Management Rules 2016 framed by Government of India
- 2) Policy and Strategy on Solid Waste Management for Urban Areas of West Bengal made in 2017
- 3) Plastics Waste Management Rules 2016 framed by Government of India
- 4) Policy and Strategy on Plastics Waste Management for Urban Areas of West Bengal made in 2017
- 5) Amendment of the West Bengal Municipal Act 1993 incorporating the provisions for banning using plastic bags below 50 microns.
- 6) State Government Order to all the Urban Local Bodies to regularly remove Solid Wastes from all the Hospitals in their jurisdiction and accordingly make special arrangement for removal of solid waste generated at Hospital.
- 7) Guideline of Ministry of Housing & Urban Affairs, Government of India on Implementation of Solid Waste Management by Bulk Solid Waste Generators.

The present state of solid waste disposal in urban areas involves awareness generation among the population, expectation of segregation of source, door to door collection by the municipal bodies, intermediate storage of such collected waste, segregation at intermediate storage points, ultimate transportation to the disposal ground and segregation, recycling, processing (Bio-gas, RDF, compost) and finally landfill with the residue. While the municipalities in many cases are able to carry out the first three functions reasonably and effectively given appropriate support, the final steps, viz. collection of solid waste from intermediate transit points to their final processing and landfill may not be effectively carried out by the municipal bodies at their current level of resources and competence.

The Urban Development & Municipal Affairs (UD&MA) Department through Kolkata Metropolitan Development Authority (KMDA) and Municipal Engineering Directorate (MED) are developing landfill sites and solid waste processing facilities (compost plants and Biogas energy plants) in different municipalities based on this model.

However, segregation of solid waste, their processing to either to produce compost or Refuse Derived Fuel (RDF) or Bio-gas, their marketing, recycling of waste processing of construction and demolition waste, a remediation of legacy waste, management of landfill site, all of these are technically and managerially complex functions. The experience across cities in India and abroad shows that these functions are best carried out by technically and financially competent agencies. Such agencies are seen to be running successful plants in many Indian cities e.g. Hyderabad, Bangalore, Panaji, Indore, Bhopal, Surat etc.

In this light, State Government has decided to appoint **Transaction Advisor for Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management** for selection of Developers and Operators

(2) Objectives

The objective of engaging a Transaction Advisor is for **Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management** for selection of Developers and Operators.

(3) Scope of Work/Description of Task

3.1. The broad responsibilities of the Transaction Adviser are summarized as follows:

- a) Carry out **feasibility study of the project** in all respect including techno economic viability of existing cluster /proposed cluster of municipal bodies.
- b) Preparation of **Detailed Feasibility Report** for Integrated Solid Waste Management for the municipal bodies involved in this project. The Feasibility Report must cover all ambits of municipal solid waste management from door to door collection, primary/secondary transportation (if required), requirement of transfer stations (if any), processing facility and disposal of inert. Costing of this will also be included in the report.
- c) Drafting of **Request for Proposal (RFP)** for selection of competent agency for carriage (as required) and processing of waste for the cluster.
- d) Assisting Solid Waste Management (SWM) Cell in managing the bid process including **evaluation of bids** and for selection of successful agency for the cluster.
- e) Providing commercial inputs into the **Tripartite Agreement** between Municipal Bodies in the Cluster, the SWM Cell of the Department and the Selected Agency.

3.2. The Transaction Advisor shall keep the following in view in the discharge of the above responsibilities:

- a) Consultation with Urban Development and Municipal Affairs Department, STATE URBAN DEVELOPMENT AGENCY, URBAN LOCAL BODIES, Development Authorities and other stakeholders to identify and conceptualize/develop projects for Solid Waste Management through cluster/standalone approach.
- b) Detailed Technical Feasibility Report should be developed from the primary collection stage up to the final processing and disposal of all types of solid waste. A comprehensive Technical Feasibility Report indicating each stages of waste management i.e. primary Door to Door collection of segregated waste, mode of transportation, setting up of transfer station wherever feasible and disposal of Solid Waste as per provision of SWM Rules, 2016 are to be followed.
- c) The Detailed Project Report for all ongoing projects should incorporate all capital investment already made and existing infrastructure should be considered optimally.
- d) The Detailed Technical Feasibility Report should be flexible with regard to technology for processing of waste and sanitary landfill. Transaction Advisors should provide the broad contours of the project indicating performance parameters considering land constraints and other limitations, if any, within which concessionaires are free and flexible to choose technology of choice.
- e) It is preferable that the Transaction Advisor should have office setup at Kolkata for ease of interaction and should be available as and when required by the Authority.
- f) Projects should be structured under appropriate Public Private Partnership mode to enable optimum utilization of the investments already made in Solid Waste Management projects. Innovative business and commercial practices such as commercial sale of products, levy of user charges/ fee etc., as appropriate under the applicable laws should be incorporated in the Detailed Technical Feasibility Report.
- g) Transaction Advisor is to undertake visits to acclaim projects in other states and study best practices. In the financial proposal Transaction Advisor may incorporate the travel expenses and related incidental charges for visit to other States to see the best practices considering visit at least in two such cities with two experts from the team.

3.3. The Transaction Advisor shall prepare bid documents (RFP, Concession Agreement *etc.*) and manage bid process upto signing of Concession Agreement; while doing so the following objectives shall have to be addressed.

- a) Optimum utilization of existing infrastructure of Solid Wastes in the URBAN LOCAL BODIES and in conformity with policy of Government of West Bengal.
- b) Optimum utilization of land for processing plant and sanitary landfill site clubbing URBAN LOCAL BODIES in clusters to make the project financially and technically feasible.
- c) While undertaking the feasibility study, the proposed cluster sites should re-visited for suitable modification, if necessary. For finalization of cluster, STATE URBAN DEVELOPMENT AGENCY should be consulted. The cluster-wise Detailed Feasibility Report, Request for Proposal (concession Request for Proposal for implementation) may be prepared accordingly.
- d) Collection, segregation and transportation of wastes shall be the primary responsibility of URBAN LOCAL BODIES. However the Transaction Advisor will give a comprehensive and holistic mechanism in consultation with the URBAN LOCAL BODIES regarding collection at door step to final disposal.
- e) Incentive on performance for all stakeholders.
- f) A flow chart for disposal of all types of wastes from source up to the processing plant/Landfill to be developed. A clear pictorial representation of the plan should be developed by the TA itself in their report.
- g) Necessary clearances to be obtained from the Department of Environment, West Bengal Pollution Control Board and other regulatory bodies, on behalf of operating agency as and when required as per extent of rules, statutory provisions etc. pertaining to the matter.
 - i. Necessary clearances need to be secured by the Concessionaire with assistance from STATE URBAN DEVELOPMENT AGENCY/ other relevant Government Agencies
 - ii. Transaction Advisors are only required to list and specify the clearances required for executing the proposed projects in the given clusters
- h) New technology (i.e. the technology to be adopted in adherence to SWM Rules, 2016) should be backed by necessary certificate/s (Necessary Certification means Pollution Clearance Certificate etc.) from the proper authority (Proper authority means Pollution Control Board and other regulatory authorities.).
- i) Effective Operation & Management System is to be for at least 20 years.
- j) Processing and disposal of Legacy waste and reclamation of land is to be incorporated.
- k) Land for processing plant and sanitary landfill site is to be identified by URBAN LOCAL BODY.
- l) Reclamation of existing Dumping Grounds, scientific development, beautification etc. of the Dumping Grounds.


 Director
 State Urban Development Agency



- m) Segregation and processing of recyclable waste as per Solid Waste Management Rules, 2016 is to be ensured effectively.
- n) Scope of work should be customized on available field data and technology for each cluster/project.
- o) Implementation of effective and viable model based on national and international best practices.
- p) Proposal should be inclusive of institutional structures required for implementation of projects and operation & maintenance thereof with private sector financing.
- q) Key performance indicators to be identified. These are to be linked with schedule of payment to operating agencies.
- r) Principal objective: Achievement of 100 percent disposal and processing of incoming waste and waste as available in existing dumping site, and to maintain its sustainability.

(4) Assignment for following Proposed Cluster:

Assignment No.	Proposed URBAN LOCAL BODIES
6	Durgapur Municipal Corporation

Appendix-C

Key Personnel Details:

It is envisaged that the assignment will be undertaken by the team proposed by the Transaction Advisor at the time of submission their Bid documents as detailed below:

Sl No.	Position	Name of the Expert
1	Team Leader	Sumouleendra Ghosh
2	Solid Waste Management Specialist	Gyan Misra
3	PPP Specialist	Ankush Chakraborty
4	Financial Analyst	Arghya Paul

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Appendix-D

(1) Deliverables

Stage	Activity	Time Allocated *
Stage 1	Submission of the Inception Report	10 days from the date of commencement.
Stage 2	Submission of Draft Feasibility Report	45 days from the Stage 1
Stage 3	Submission of Final Feasibility Report along with action plan	10 days from approval of Stage 2
Stage 4	Submission of the Draft RFP for selection of Agency	20 days from approval of Stage 3
Stage 5	Submission of the Final RFP for selection of Agency	10 days from approval of Stage 4
Stage 6	Evaluation of the Tender Documents and recommendation for the Selected Agency	10 days from tender closing date
Stage 7	Signing of Concession Agreement by the selected Agency	10 days from Stage 6

A Fortnightly meeting will be held where the progress of the assignment will be reviewed against the progress submitted by the Transaction Advisor.

Appendix-E

(1) Working arrangement:

The assignment will be contracted by Director, State Urban Development Agency, West Bengal. URBAN LOCAL BODY/s will nominate an officer to liaison with the Transaction Advisor Team.

(2) Items to be provided by the STATE URBAN DEVELOPMENT AGENCY:

All the data will be provided by STATE URBAN DEVELOPMENT AGENCY and URBAN LOCAL BODY to the Transaction Advisor and for that Transaction Advisor should inform the requirement of requisite data to the office of STATE URBAN DEVELOPMENT AGENCY. However certain datas are to be collected by the Transaction Advisor during their Field Study if it is not readily available with STATE URBAN DEVELOPMENT AGENCY/ URBAN LOCAL BODY.

It is to say that with regards to topographical survey, geotechnical investigation, leachate quality analysis, ground & surface water quality analysis, waste characterization survey etc shall be under the scope of Transaction Advisor consultant where STATE URBAN DEVELOPMENT AGENCY/Kolkata Metropolitan Development Authority/Municipal Engineering Directorate will extend full support.

(3) Items to be provided by the Transaction Advisor:

The Transaction Advisor shall organize and provide for:

- Transportation and travelling requirement of their personnel for visit to URBAN LOCAL BODIES, designated sites and any other place for completion of the assignment
- Expenses towards accommodation for various visits mentioned above will also be borne by the Transaction Advisor.

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- Any other expenses as required for completion of assignment.

Appendix-F

The contract price of **Rs. 28,93,684/-** (Rupees Twenty Eight Lakh Ninety Three Thousand and Six hundred and Eighty Four only) shall remain fixed and firm during the period of contract excluding Goods and Service Tax. The Authority shall pay GST in the prevailing rate.

Appendix-G

Payment Schedule/Arrangement

Stage	Details of stages	Percentage
Stage 1A	Submission of the Inception Report	5%
Stage 1B	Acceptance of Inception Report by the Authority within 7 working days from the date of submission	5%
Stage 2A	Submission of Draft Feasibility Report by the TA	5%
Stage 2B	Acceptance of Draft Feasibility Report, by the Authority within 7 working days from the date of submission	5%
Stage 3	Submission of Final Feasibility Report along with action plan by the TA within 7 working days from the date of submission of corrected draft from the Authority	5%
Stage 4A	Submission of Draft RFP by the Agency	5%
Stage 4B	Acceptance of Draft RFP by the Authority within 30 working days of submission	10%
Stage 5A	Submission of the Final RFP for selection of Agency	10%
Stage 5B	Acceptance of the Final RFP by the Authority within 30 working days of submission	10%
Stage 6	Evaluation of the Tender Documents and recommendation for the Selected Agency	20%
Stage 7	Concession Agreement signed by the selected Agency	20%
	TOTAL	100%

STATE URBAN DEVELOPMENT AGENCY shall review and monitor the progress of the assignment. On acceptance of the report against each milestone by the Director, STATE URBAN DEVELOPMENT AGENCY, payment will be released subject to deduction of taxes, as applicable.

- (a) If the Agreement duration gets reduced due to Termination or any other reason that is not attributable to the Consultant, Consultant shall be entitled to:

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State Urban Development Agency



- (i) the payment of the Consultant Fee for Services performed prior to the effective date of such termination (after offsetting against these payments any amount that may be due from the Consultants to the Authority); and
 - (ii) release of the performance security by the Authority to the Consultant.
- (b) Notwithstanding anything contrary contained in this Agreement, if project gets delayed beyond period of twelve (12) months from commencement date for any reason(s) not attributable to the Consultant, the Consultant shall be entitled to terminate the Agreement without any liability/cost thereof. Upon such exit, the Consultant shall be entitled to:
- (i) the payment of the Consultant Fee for Services performed prior to the effective date of such termination (after offsetting against these payments any amount that may be due from the Consultants to the Authority); and
 - (ii) release of the performance security by the Authority to the Consultant.
- (c) All payments made hereunder shall be net off and be paid by Authority along with applicable GST as per prevailing rates notified under Applicable Laws.

Currency of Payment

Except as may be otherwise agreed between the Authority and the Consultants all payments under this Agreement shall be made in Indian Rupees only. The payments shall be made by Cheques / Demand Draft or electronic transfer to designated account of Consultant.

Mode of Billing and Payment

The billing and payment in respect of Services shall be made as follows:

- (a) As soon as practicable and not later than the fifteen (15) days after the completion of each stage, during the period of Services, the Consultant shall submit to Authority in duplicate a bill for payment.
- (b) The Authority shall cause the payment to the Consultant periodically as given above within ten (10) days after the receipt by the Consultant's bills.
- (c) All running payments shall be treated as interim payments subject to adjustment on the finalization of Agreement.

Recovery

Any sum falling due or any loss caused due to this Agreement shall be recoverable by the Authority from the Consultant's performance security and balance as if it were arrears of land revenue.

Performance Security means 10% of total Consultant Fee in the form of Bank Guarantee of any recognized bank in India in favour of the Authority to be submitted by the Consultant within 15 days from signing of the Agreement. Bank Guarantee should remain valid till the Agreement continues to be in force.


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State Urban Development Agency





Appendix-H

OBLIGATIONS OF THE CONSULTANTS

1.1 General

1.1.1 Standard of Performance

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence and efficiency, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-consultants or Third Parties.

1.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants, as well as any personnel of the Consultant and/or sub-consultants and agents, comply with the Applicable Law time being in force. The Authority shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notice, respect such customs.

1.2 Conflict of Interests

1.2.1 Consultants not to benefit from Commissions, discounts etc.

The remuneration of the Consultants pursuant to Appendix-G of this Agreement hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and subject to relevant provision of this Agreement hereof, the Consultants shall not accept for their own benefit any commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any of the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

1.2.2 Procurement Rules

If the Consultants, as part of the Services, have the responsibility of advising the Authority on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines applicable in the State of West Bengal and shall at all times perform such responsibility in the best interest of the Authority. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Authority.

1.2.3 Consultants and Affiliates not to engage in certain activities

The Consultants agree that, during the term of this Agreement and after its termination, the Consultants and any entity affiliated with the Consultants, as

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Director
State Urban Development Agency



well as any sub-consultant and any entity affiliated with such sub-consultant, shall be disqualified from providing goods, works or Services (other than the Services and any continuation thereof) for any Project resulting to the Services.

1.2.4 Prohibition of Conflicting Activities

The Consultants shall not engage and shall cause their personnel as well as Sub-consultants and their Personnel not to engage, either directly or indirectly during the term of this Agreement, any business or professional activities in the State of West Bengal, which would conflict, with the activities assigned to them under this Agreement.

1.3 Confidentiality

The Consultants, their sub-consultants and the personnel of either of them shall not, either during the term or within 6 (six) months after the expiration of this Agreement, disclose any proprietary or confidential information relating to the project, the Services, this Agreement or the Authority's business or operations without the prior written consent of the Authority.

1.4 Liability of the Consultants

1.4.1 Subject to additional provisions, if any, set forth in this Agreement, Consultant's liability under this Agreement shall be as provided by the Applicable Law.

1.4.2 The Consultant shall, subject to the limitation specified provisions of this agreement, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

1.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority, shall not be liable to the Authority:

(i) for any indirect or consequential loss or damage; and

(ii) for any direct loss or damage that exceeds the Consultant Fee actually paid for the Services.

1.5 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof.

1.6 Consultant's Actions requiring Authority's prior Approval

The Consultants shall obtain the Authority's prior approval in writing before changing key personnel. The key personnel shall be available as per the requirement of fulfilment of Services. However, it shall not be mandatory for the key personnel of the Consultants to be stationed at the Authority location but will be available before the Authority as and when required.

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Director
State Urban Development Agency



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1.7 Reporting Obligations

The Consultants shall submit to the Authority the reports and documents specified in the Terms of Reference as set forth in Appendix-B, and perform the Services as per terms set forth in the Terms of Reference.

Documents prepared by the Consultants to be the Property of the Authority. All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Authority under this Agreement shall become and remain the property of the Authority. The Consultants shall, not later than upon termination or expiration of this Agreement, deliver all such documents etc. to the Authority, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software.

The Authority shall constitute a Committee for periodic review of the documents/reports specified in the Terms of Reference as set forth in Appendix-B on a fortnightly basis.

OBLIGATIONS OF THE AUTHORITY

2. Assistance and Exemptions

2.1. The Authority will assist to Consultant in grant of following from Government:

2.2. Provide the Consultants, the sub-consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, sub-Consultants and Personnel to perform the Services (if applicable);

2.3. Assist the Consultants, sub-Consultants and the Personnel employed by them for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

2.4. Grant to the Consultants, any sub-Consultants and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into State of West Bengal reasonable amount of currency for the purposes of the Services or use of the personnel and their dependent and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services;

2.5. The Authority shall nominate an officer to liaison with the Consultant.

2.6. The Authority shall provide all the data to the Consultant and for that Consultant should inform the requirement of requisite data to the office of the Consultant. However certain data are to be collected by the Consultant during their Field Study if it is not readily available with the Authority and the Authority will assist the Consultant in such endeavours. However, with regard to topographical survey, geotechnical investigation, leachate quality analysis, ground and surface water quality analysis, waste characterization survey etc shall be under the scope of Consultant to consult where the Authority will extend full support.


Director
State Urban Development Agency





Appendix-I

1. FAIRNESS AND GOOD FAITH

1.1. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

1.2. Operation of the Agreement

The parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them and that if during the term of this Agreement either party believes that this Agreement is operating unfairly, the parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but on failure to agree on any action pursuant to this clause shall give rise to a dispute subject to arbitration in accordance with terms hereof.

2. INTELLECTUAL PROPERTY RIGHTS

The Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that the Consultants own in performing the Services. Notwithstanding the delivery of any Reports, the Consultants retain all intellectual property rights in the materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Consultants compile and retain in connection with the Services (but not Authority Information reflected in them). Upon payment for the Services, the Authority may use any materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.

3. INDEMNITY

To the fullest extent permitted by applicable law and professional regulations, the Authority shall indemnify the Consultants, against all claims by third parties (including the Authority's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any Report disclosed to it by or through the Authority or at the Authority's request. The Authority shall have no obligation hereunder to the extent that the Consultant have specifically authorized, in writing, the third party's reliance on the Services.

4. MISCELLANEOUS

- a. This Agreement constitutes the entire agreement as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto, including any confidentiality agreements previously delivered.
- b. Both the Parties may execute this Agreement (including TOR and RFP), as well as any modifications to it by electronic means and each of us may sign a different copy of the same document. Both of us must agree in writing to modify this Agreement or any Statement of Work hereunder.


Director
State Urban Development Agency



- c. The Consultant shall be liable for defects, discrepancies and disorders etc. in works executed under his supervision.
- d. Both the Authority and Consultant represents that the person signing this Agreement and any Statement of Work hereunder on its behalf is expressly authorized to execute them and to bind each of us to their terms.
- e. Neither of the Parties may assign any of their rights, obligations or claims under this Agreement;
- f. If any provision of this Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect;
- g. If there is any inconsistency between provisions in different parts of this Agreement, those parts shall have precedence as follows (unless expressly agreed otherwise): (a) the Cover Letter, (b) the applicable Statement of Work and any annexes thereto, (c) these General Terms and Conditions, and (d) other annexes to this Agreement;
- h. Neither of the Parties may use or reference the other's name, logos or trademarks without its prior written consent, provided that the Consultant may use the Authority's name publically to identify the Authority as a Authority in connection with specific Services or otherwise.

5. SETTLEMENT OF DISPUTES

5.1. Amicable Settlement

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

5.2 Dispute Redressal System

5.2.1 In the event of any Dispute between the Parties, either Party may call upon [Director, State Urban Development Agency, Government of West Bengal] and the Senior Management of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet not later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions hereof.

5.2.2 Arbitration:-

Any Dispute which is not resolved amicably pursuant to resolution mechanism as provided in Clause above, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with this clause, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 (as amended from time to time). The place of such arbitration shall be at Kolkata and the language of arbitration proceedings shall be English.

The Arbitral Tribunal shall constitute of the sole arbitrator to be mutually appointed by parties.

This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

5.3 Jurisdiction –

The contract has been entered within the State of West Bengal and its validity, construction,


 Director
 State Urban Development Agency





interpretation and legal effect shall be to the exclusive jurisdiction of the appropriate court in State of West Bengal.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed in their respective names of the day and year first above written.

FOR AND ON BEHALF OF THE AUTHORITY

BY *S. Datta Gupta*
Director
Authorised Representative
State Urban Development Agency
Witness: *[Signature]*

FOR AND ON BEHALF OF THE CONSULTANTS

BY *Sumoulendra Ghosh*
Authorised Representative
Witness: *Panna Bansi*



CONTRACT FOR CONSULTANT'S SERVICES

Project Name: "APPOINTMENT OF TRANSACTION ADVISOR for Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management for selection of Developers & Operators"

Project Ref. No. STATE URBAN DEVELOPMENT AGENCY-475/2019/6304 Dated: 06.09.2018

(For Assignment No. 5: Asansol Municipal Corporation)

Memorandum of Agreement for providing service for "Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management for selection of Developers & Operators"

Between

**State Urban Development Agency (STATE URBAN DEVELOPMENT AGENCY),
Department of Urban Development & Municipal Affairs, Government of West Bengal**

ILGUS Bhawan, HC Block, Sector-III, Bidhannagar, Kolkata - 700 106

and

KPMG Advisory Services Private Limited

Registered office at Lodha Excelus, 1st Floor, Apollo Mills Compound, N.M. Joshi Marg, Mahalakshmi, Mumbai – 400 011 and office at Godrej Waterside, Unit No. 604, 6th Floor, Tower 1, Plot No. 5, Block – DP, Sector V, Salt Lake City, Kolkata – 700 091

Dated: 06.09.2019



पश्चिमबंग पश्चिम बंगाल WEST BENGAL

AC 029277

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is made on this 6th day of September, 2019.

BETWEEN

the State Urban Development Agency, Urban Development and Municipal Affairs Department, Government of West Bengal acting through the Director (hereinafter referred to as the "Authority") which expression shall where the context so admits, includes his successors in office and permitted assigns on the One Part,

AND

KPMG Advisory Services Private Limited, a company incorporated under the Companies Act 1956 and having its registered Office at Lodha Excelus, 1st Floor Apollo Mills Compound, N. M. Joshi Marg, Mahalaxmi, Mumbai 400 011 through KPMG Advisory Services Private Limited's authorized signatory Sumouleendra Ghosh (hereinafter called the "Consultants") which expression shall where the context so admits, includes his successors in office and permitted assigns on the Other Part.


Director
State Urban Development Agency




০৪/৭/১৭ ১০৭

নং- ২৭১ তাং- মূল্য-

ক্রেতার নাম ও সাং.....

স্ট্যাম্প ভেডার স্বাক্ষর.....

বিধান নগর (সল্ট লেক সিটি) পি.ডি.এস.আর.ও

নোট স্ট্যাম্প করা তার.....

ঢালান নং.....মোট কত টাকা খরিদ.....

ড্রেজারী-বারাকপুর, ভেডার-মিতা দত্ত

STATE URBAN DEVELOPMENT AGENCY

Ilgus Bhaban, H.C. Block, Sector-III,

Salt Lake City, Kolkata - 700 106

21 AUG 2019

658000

WHEREAS

(A) STATE URBAN DEVELOPMENT AGENCY had invited tenders for empanelled transaction advisor firms, enlisted by the Finance Department (PPP cell), Government of West Bengal, vide no.3738 F(Y) dated 11-06-2018 for Appointment of Transaction Advisor for Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management for selection of Developers and Operators, through No. STATE URBAN DEVELOPMENT AGENCY-227/2018/1617, dated 31.12.2018 and subsequently revised through RFP No. STATE URBAN DEVELOPMENT AGENCY-227/2018/1760 dated 18.01.2019 and subsequent corrigendum No. STATE URBAN DEVELOPMENT AGENCY - 227/2018/1796 dated 25.01.2019 (hereinafter called the "services"). Subsequently, STATE URBAN DEVELOPMENT AGENCY as per approval of Finance Department, Government of West Bengal, decided to award all subsequent clusters to the interested empaneled transaction advisor firms based on price discovered during the aforementioned first round of bid process

(B) **KPMG Advisory Services Private Limited, registered Office at Lodha Excelus, 1st Floor Apollo Mills Compound, N. M. Joshi Marg, Mahalaxmi, Mumbai 400 011** being one of the empaneled transaction advisors evinced interest to undertake Assignment No. 5: Asansol Municipal Corporation and have agreed to provide the services for a consideration of **Rs. 28,93,684/-** (Rs. Twenty Eight Lakh Ninety Three Thousand Six hundred and Eighty Four only) by entering into the contract;

(C) the Authority, on acceptance of the aforesaid proposal of the Consultant, and after receiving necessary approval from Finance Department, Government of West Bengal, vide U.O. No. Group-T/2019-2020/0363 dated 29.07.2019, awarded the Consultancy to the Consultant vide its Letter of Award vide no. SUDA-227/2018(Pt.I)/5510 dated 13.08.2019 (the "**LETTER OF ASSOCIATION**"); and

(D) in pursuance of the LETTER OF ASSOCIATION, the parties have agreed to enter into this Agreement.

NOW THEREFORE the parties hereto hereby agree as follows: -

The following documents attached here to (Schedule A and B) shall be deemed to form an integral part of this Agreement:

Schedule-A:

1. Main RFP
2. Revised RFP (including the TORs)
3. RFP Corrigendum
4. LETTER OF ASSOCIATION.

Schedule-B:

5. Appendix A: COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF AGREEMENT
6. Appendix B: Terms of Reference
7. Appendix C: Key personnel details
8. Appendix D: Time Schedule for Deliverables
9. Appendix E: Working arrangement and items to be provided by STATE URBAN DEVELOPMENT AGENCY
10. Appendix F: Price
11. Appendix G: Payment schedule/arrangement




Director
State Urban Development Agency

12. Appendix-H: OBLIGATIONS OF THE CONSULTANT AND AUTHORITY

13. Appendix-I: FAIRNESS AND GOOD FAITH

The mutual rights and obligations of the Authority and the Consultants are set forth in this Agreement; in particular:

- (a) The Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) The Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as on the day and the year written above.

FOR AND ON BEHALF OF State Urban Development Agency, Urban Development and Municipal Affairs Department, Government of West Bengal

By *A. Sathya Prasad* Director
(Authorised Representative) **State Urban Development Agency**

FOR AND ON BEHALF OF

KPMG ADVISORY SERVICES PRIVATE LIMITED

By *Sumondhara Ghosh*

(Authorised Representative)



Witnesses

- 1) *[Signature]*
- 2) *Pannaj Bera*

CONSULTANT

STATE URBAN DEVELOPMENT AGENCY

CONDITIONS OF AGREEMENT

1. GENERAL PROVISIONS

1.1 Definitions:

Unless the context otherwise requires, the following term whenever used in this Agreement have following meanings:

- a) "Applicable Law" means the laws and any other instruments having the force of law in the India and the State of West Bengal as they may be issued and in force from time to time;
- b) "Agreement" means the Agreement signed by the Parties, together with all documents/ Appendices attached hereto and includes all modifications made in term of the Provisions of Clause 2 hereof;
- c) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- d) "Authority" means "State Urban Development Agency, Urban Development and Municipal Affairs Department, Government of West Bengal" ;
- e) "Consultant" means and includes sub-consultant and their Personnel, if any, engaged for carrying out of Services under this Agreement;
- f) "Currency" means the Indian Rupees;
- g) "Key personnel" means the personnel referred to in Clause 4.
- h) "Personnel" means persons hired by the Consultants or by any sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- i) "Party" means the Authority or the Consultants, as the case may be, and Parties means both of them;
- j) "Services" shall have the meaning ascribed to it in the RFP and *Term of Reference (TOR)* as set forth in APPENDIX-B hereto;

1.2 Law Governing Agreement

This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Agreement has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Agreement.

1.4 Headings

The Headings shall not limit, alter or affect the meaning of this Agreement.

1.5 Notices

- 1.5.1 Any notice, request or consent required or permitted to be given or made

pursuant to this Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, speed post, Telegram, facsimile or email to such Party at the addresses specified hereunder: -

Authority: State Urban Development Agency, Urban Development and Municipal Affairs Department, Government of West Bengal, ILGUS Bhawan, HC Block, Sector III, Bidhannagar, Kolkata-700106, West Bengal.

Attention: Debarati Dutta Gupta, SUDA Director

Phone: 033 2358 6403/5767

E-mail: sbm.wbsuda@gmail.com

Facsimile: 033 2358 6408

Consultants: KPMG ADVISORY SERVICES PRIVATE LIMITED,

Godrej Waterside, Unit No. 604, 6th Floor, Tower 1, Plot No. 5, Block – DP, Sector V, Salt Lake City, Kolkata – 700 091

Attention: Mr. Sumouleendra Ghosh, Director

E-mail sumouleendra@kpmg.com

Telex: +91 99030 43317

Facsimile: +91 33 4403 4199

1.5.2 Notice will be deemed to be effective as follows:

The notice shall be deemed to be effective in the manner and at time as specified as follows:

- (a) In the case of personal delivery, speed post or registered mail, on delivery;
- (b) In the case of telexes, telegrams and facsimiles 24 hours following confirmed transmission;

1.6 Location:

The Services shall be performed in consultation with State Urban Development Agency, West Bengal to the Urban Local Bodies falling under cluster in State of West Bengal. However, it is not be mandatory for the key personnel of the Consultants to be stationed at the Authority office though it is preferable that the Transaction Advisor should have office setup at Kolkata for ease of interaction and they should be readily available.

sdg
Director
State Urban Development Agency



1.7 Authorised Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Agreement by the Authority or the Consultants may be taken or executed by the officials as under:

For the Authority:

Debarati Dutta Gupta, SUDA Director

ILGUS Bhawan, HC Block, Sector III, Bidhannagar, Kolkata-700106, West Bengal

Phone: 033 2358 6403/5767

E-mail: sbm.wbsuda@gmail.com

Facsimile: 033 2358 6408

For the Consultant:

Sumouleendra Ghosh, Director

KPMG Advisory Services Private Limited Godrej
Waterside, Unit No. 604, 6th Floor, Tower 1, Plot No. 5, Block –
DP, Sector V, Salt Lake City, Kolkata – 700 091

Phone +91 99030 43317

E-mail: sumouleendra@kpmg.com

Facsimile: +91 33 4403 4199

1.8 Taxes and Duties

The Consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this Agreement and the Authority shall perform such duties in regard to the deduction of such tax as may be lawfully imposed. Irrespective of the aforesaid, the payment to be made hereunder by the Authority shall be made net off applicable GST (at prevailing rates notified under Applicable Laws from time to time), which Authority shall pay over and above the fee payable hereunder.

1.9 The conditions shown in letter of invitation, term of reference, and RFP, and financial offers shall be deemed to be incorporated and form part of this Agreement by reference.


Director
State Urban Development Agency



Schedule-A

1. Main RFP (Annexure-1)
2. Revised RFP (including the TORs) (Annexure-2)
3. RFP Corrigendum(Annexure-3)
4. LETTER OF ASSOCIATION. (Annexure-4)

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Schedule-B

Appendix-A

1. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF AGREEMENT

1.1 Effectiveness of Agreement

This Agreement shall come into force on the date of signing the Agreement.

1.2 Commencement of Services

The Consultants shall begin carrying out the Services within 15 days from the date of signing of the Agreement. If the Consultant fails to either acknowledge the LETTER OF ASSOCIATION or commence the assignment as specified herein, save and except for delays caused because of Force Majeure or Authority's breach, the LETTER OF ASSOCIATION shall stand automatically terminated, the earnest money of the bidder shall stand forfeited and in such a situation the authority shall be entitled to proceed with the matter as it deem fit.

1.3 Expiration of Agreement

Unless terminated earlier pursuant to Clause 1.9 hereof, the Agreement shall, subject to the conditions of Appendix-G of this Agreement and other terms hereof, expire upon completion of Services by the Consultant.

1.4 Liability of Parties

This Agreement contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either Party has authority to make, and the Parties shall not bound by or be liable for, any statement, representation, promise or Agreement not set forth herein.

1.5 Modification

Modifications of the terms and conditions of this Agreement, including any modification of the scope of the Services, may be made only by written Agreement between the parties upon mutual consent.

1.6 Force Majeure

1.6.1 Definition: -

- (a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, war, riot, Civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockout or other industrial action are within the power of the party invoking force majeure to prevent, confiscation or any other action by Government agencies.

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- (b) Force Majeure shall not include
- (i) Any event which is caused by the negligence or intentional action of a party or such party's sub-consultant or agent or employees, nor
 - (ii) Any event which a diligent party could reasonably have been expected to both (a) take into account at the time of the conclusion of this Agreement and (b) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

1.6.2 No Breach of Agreement

The failure of a Party to fulfill any of its obligations hereunder 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 the Party affected by such an event has taken all reasonable precautions, due and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

1.6.3 Consultation

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

1.6.4 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.

1.6.5 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of Services and in reactivating the Services after the end of such period.

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1.7 Suspension

The Authority by written notice of suspension to the Consultants, may suspend all payments to the Consultants hereunder, if the Consultants fail to perform any of their obligations under this Agreement, including the carrying out of the Services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall request the Consultants to remedy such failure within a period not exceeding fifteen (15) days after receipt by the Consultants of such notice of suspension.

1.8 The Authority for any reasons beyond his reasonable control, may ask the Consultant to suspend whole or part of the Services for such time till the reasons are removed or settled. The extra time period of such duration may be granted as time extension on the original terms and conditions

1.9 Termination

1.9.1 By the Authority

The Authority, may by not less than fifteen (15) days written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (c) of this Clause, terminate this Agreement:

- a) If the Consultants fail to remedy the failure in the performance of their obligations hereunder, as specified in a notice within fifteen (15) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently approved in writing;
- e) If as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- c) If the Consultants fails to provide Services as per Agreement.

1.9.2 The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Authority if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable laws or professional obligations. In that case the consultant shall give a notice 30 days before of such termination to the Authority.

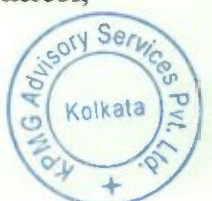
1.9.3 Authority, in its sole discretion and for any reason whatsoever, may terminate this Agreement, after giving 15 days of notice to the Consultant..

1.9.4 Cessation of Rights and Obligations

Upon termination of this Agreement pursuant to *Clauses 1.2 or 1.9* hereof, or upon expiration of this Agreement pursuant to concerned provision of this Agreement hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (i) Such rights and obligations as may have accrued on the date of termination or expiration,
- (ii) The obligation of confidentiality set forth in concerned of this Agreement hereof,


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and

- (v) Any right, which a party may have under the Applicable Law.

1.9.5 Cessation of Services

Upon termination of this Agreement by notice of either to the other pursuant to Clauses 1.9.1 or 1.9.2 of this Agreement hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum with respect to documents prepared by the Consultants and equipment and materials furnished by the Authority, the Consultants shall proceed as provided, respectively, by concerned provision of this Agreement hereof.

1.9.6 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 1.9.1 or 1.9.2 of this Agreement hereof, the Authority shall make the payment of Consultant Fee pursuant to Appendix-G of this Agreement hereof for Services performed prior to the effective date of termination to the Consultants (after offsetting against these payments any amount that may be due from the Consultants to the Authority).

1.9.7 Disputes about Events of Termination

If Consultant disputes whether an event specified in paragraphs (a) to (c) Clause 1.9.1 of this Agreement has occurred, he may within forty five (45) days after receipt of notice of termination from the employer, refer the matter to arbitration under this Agreement.

Appendix-B

Terms of Reference (TOR) for Transaction Adviser

(1) Introduction

Government of West Bengal has taken several steps/initiatives for making all the cities Clean, Green and Beautiful with special emphasis on management of Solid Wastes in Municipal Towns of the State. One of the obligatory functions of the Municipal Bodies is to remove solid waste from the cities under Sections 63, 95B, 260, 273 of the West Bengal Municipal Act, 1993 and corresponding provisions of the statute governing Municipal Corporations in West Bengal. A number of initiatives have been taken by the Urban Development & Municipal Affairs Department to ensure that solid waste are collected by the Municipal Bodies and disposed of scientifically by them. Under Mission Nirmal Bangla, a lot of equipment *e.g.* garbage bins, compactors, hydraulic tippers and other vehicles, community bins to Municipal Bodies to assist them in systematic collection of garbage from individual holdings, their transportation and stacking before disposal. Land has also been provided through inter departmental transfer to municipal bodies to set up dumping ground cum solid waste processing plants. In some cases these bodies have been permitted to purchase private land for setting up these facilities. The municipal bodies are required to collect waste from individual holdings systematically and transport them regularly to the solid waste disposal facility and get them recycled/processed scientifically. Efforts has been taken by some municipalities to collect waste and process them to the best of their abilities. It is, however, a fact that most municipal bodies do not have


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the technical capability, financial capacity and managerial competence to handle disposal of solid waste in a scientific manner. As a result, in spite of best intentions and substantial investments, these efforts have not resulted in significant improvement of situation.

In the light of importance given to scientific collection and disposal of solid waste, a large number of legislations and guidelines have been issued by different authorities from time to time. Some of these are:

- 1) Solid Waste Management Rules 2016 framed by Government of India
- 2) Policy and Strategy on Solid Waste Management for Urban Areas of West Bengal made in 2017
- 3) Plastics Waste Management Rules 2016 framed by Government of India
- 4) Policy and Strategy on Plastics Waste Management for Urban Areas of West Bengal made in 2017
- 5) Amendment of the West Bengal Municipal Act 1993 incorporating the provisions for banning using plastic bags below 50 microns.
- 6) State Government Order to all the Urban Local Bodies to regularly remove Solid Wastes from all the Hospitals in their jurisdiction and accordingly make special arrangement for removal of solid waste generated at Hospital.
- 7) Guideline of Ministry of Housing & Urban Affairs, Government of India on Implementation of Solid Waste Management by Bulk Solid Waste Generators.

The present state of solid waste disposal in urban areas involves awareness generation among the population, expectation of segregation of source, door to door collection by the municipal bodies, intermediate storage of such collected waste, segregation at intermediate storage points, ultimate transportation to the disposal ground and segregation, recycling, processing (Bio-gas, RDF, compost) and finally landfill with the residue. While the municipalities in many cases are able to carry out the first three functions reasonably and effectively given appropriate support, the final steps, viz. collection of solid waste from intermediate transit points to their final processing and landfill may not be effectively carried out by the municipal bodies at their current level of resources and competence.

The Urban Development & Municipal Affairs (UD&MA) Department through Kolkata Metropolitan Development Authority (KMDA) and Municipal Engineering Directorate (MED) are developing landfill sites and solid waste processing facilities (compost plants and Biogas energy plants) in different municipalities based on this model.

However, segregation of solid waste, their processing to either to produce compost or Refuse Derived Fuel (RDF) or Bio-gas, their marketing, recycling of waste processing of construction and demolition waste, a remediation of legacy waste, management of landfill site, all of these are technically and managerially complex functions. The experience across cities in India and abroad shows that these functions are best carried out by technically and financially competent agencies. Such agencies are seen to be running successful plants in many Indian cities e.g. Hyderabad, Bangalore, Panaji, Indore, Bhopal, Surat etc.

In this light, State Government has decided to appoint **Transaction Advisor for Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management** for selection of Developers and Operators

(2) Objectives

The objective of engaging a Transaction Advisor is for **Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management** for selection of Developers and Operators.

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(3) Scope of Work/Description of Task

3.1. The broad responsibilities of the Transaction Adviser are summarized as follows:

- a) Carry out **feasibility study of the project** in all respect including techno economic viability of existing cluster /proposed cluster of municipal bodies.
- b) Preparation of **Detailed Feasibility Report** for Integrated Solid Waste Management for the municipal bodies involved in this project. The Feasibility Report must cover all ambits of municipal solid waste management from door to door collection, primary/secondary transportation (if required), requirement of transfer stations (if any), processing facility and disposal of inert. Costing of this will also be included in the report.
- c) Drafting of **Request for Proposal (RFP)** for selection of competent agency for carriage (as required) and processing of waste for the cluster.
- d) Assisting Solid Waste Management (SWM) Cell in managing the bid process including **evaluation of bids** and for selection of successful agency for the cluster.
- e) Providing commercial inputs into the **Tripartite Agreement** between Municipal Bodies in the Cluster, the SWM Cell of the Department and the Selected Agency.

3.2. The Transaction Advisor shall keep the following in view in the discharge of the above responsibilities:

- a) Consultation with Urban Development and Municipal Affairs Department, STATE URBAN DEVELOPMENT AGENCY, URBAN LOCAL BODIES, Development Authorities and other stakeholders to identify and conceptualize/develop projects for Solid Waste Management through cluster/standalone approach.
- b) Detailed Technical Feasibility Report should be developed from the primary collection stage up to the final processing and disposal of all types of solid waste. A comprehensive Technical Feasibility Report indicating each stages of waste management i.e. primary Door to Door collection of segregated waste, mode of transportation, setting up of transfer station wherever feasible and disposal of Solid Waste as per provision of SWM Rules, 2016 are to be followed.
- c) The Detailed Project Report for all ongoing projects should incorporate all capital investment already made and existing infrastructure should be considered optimally.
- d) The Detailed Technical Feasibility Report should be flexible with regard to technology for processing of waste and sanitary landfill. Transaction Advisors should provide the broad contours of the project indicating performance parameters considering land constraints and other limitations, if any, within which concessionaires are free and flexible to choose technology of choice.
- e) It is preferable that the Transaction Advisor should have office setup at Kolkata for ease of interaction and should be available as and when required by the Authority.
- f) Projects should be structured under appropriate Public Private Partnership mode to enable optimum utilization of the investments already made in Solid Waste Management projects. Innovative business and commercial practices such as commercial sale of products, levy of user charges/ fee etc., as appropriate under the applicable laws should be incorporated in the Detailed Technical Feasibility Report.
- g) Transaction Advisor is to undertake visits to acclaim projects in other states and study best practices. In the financial proposal Transaction Advisor may incorporate the travel expenses and related incidental charges for visit to other States to see the best practices considering visit at least in two such cities with two experts from the team.

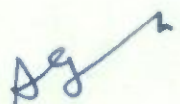

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3.3. The Transaction Advisor shall prepare bid documents (RFP, Concession Agreement *etc.*) and manage bid process upto signing of Concession Agreement; while doing so the following objectives shall have to be addressed.

- a) Optimum utilization of existing infrastructure of Solid Wastes in the URBAN LOCAL BODIES and in conformity with policy of Government of West Bengal.
- b) Optimum utilization of land for processing plant and sanitary landfill site clubbing URBAN LOCAL BODIES in clusters to make the project financially and technically feasible.
- c) While undertaking the feasibility study, the proposed cluster sites should re-visited for suitable modification, if necessary. For finalization of cluster, STATE URBAN DEVELOPMENT AGENCY should be consulted. The cluster-wise Detailed Feasibility Report, Request for Proposal (concession Request for Proposal for implementation) may be prepared accordingly.
- d) Collection, segregation and transportation of wastes shall be the primary responsibility of URBAN LOCAL BODIES. However the Transaction Advisor will give a comprehensive and holistic mechanism in consultation with the URBAN LOCAL BODIES regarding collection at door step to final disposal.
- e) Incentive on performance for all stakeholders.
- f) A flow chart for disposal of all types of wastes from source up to the processing plant/Landfill to be developed. A clear pictorial representation of the plan should be developed by the TA itself in their report.
- g) Necessary clearances to be obtained from the Department of Environment, West Bengal Pollution Control Board and other regulatory bodies, on behalf of operating agency as and when required as per extent of rules, statutory provisions etc. pertaining to the matter.
 - i. Necessary clearances need to be secured by the Concessionaire with assistance from STATE URBAN DEVELOPMENT AGENCY/ other relevant Government Agencies
 - ii. Transaction Advisors are only required to list and specify the clearances required for executing the proposed projects in the given clusters
- h) New technology (i.e. the technology to be adopted in adherence to SWM Rules, 2016) should be backed by necessary certificate/s (Necessary Certification means Pollution Clearance Certificate etc.) from the proper authority (Proper authority means Pollution Control Board and other regulatory authorities.).
- i) Effective Operation & Management System is to be for at least 20 years.
- j) Processing and disposal of Legacy waste and reclamation of land is to be incorporated.
- k) Land for processing plant and sanitary landfill site is to be identified by URBAN LOCAL BODY.


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- l) Reclamation of existing Dumping Grounds, scientific development, beautification etc. of the Dumping Grounds.
- m) Segregation and processing of recyclable waste as per Solid Waste Management Rules, 2016 is to be ensured effectively.
- n) Scope of work should be customized on available field data and technology for each cluster/project.
- o) Implementation of effective and viable model based on national and international best practices.
- p) Proposal should be inclusive of institutional structures required for implementation of projects and operation & maintenance thereof with private sector financing.
- q) Key performance indicators to be identified. These are to be linked with schedule of payment to operating agencies.
- r) Principal objective: Achievement of 100 percent disposal and processing of incoming waste and waste as available in existing dumping site, and to maintain its sustainability.

(4) Assignment for following Proposed Cluster:

Assignment No.	Proposed URBAN LOCAL BODIES
5	Asansol Municipal Corporation

Appendix-C

Key Personnel Details:

It is envisaged that the assignment will be undertaken by the team proposed by the Transaction Advisor at the time of submission their Bid documents as detailed below:

Sl No.	Position	Name of the Expert
1	Team Leader	Sumouleendra Ghosh
2	Solid Waste Management Specialist	Gyan Misra
3	PPP Specialist	Ankush Chakraborty
4	Financial Analyst	Arghya Paul

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Appendix-D

(1) Deliverables

Stage	Activity	Time Allocated *
Stage 1	Submission of the Inception Report	10 days from the date of commencement.
Stage 2	Submission of Draft Feasibility Report	45 days from the Stage 1
Stage 3	Submission of Final Feasibility Report along with action plan	10 days from approval of Stage 2
Stage 4	Submission of the Draft RFP for selection of Agency	20 days from approval of Stage 3
Stage 5	Submission of the Final RFP for selection of Agency	10 days from approval of Stage 4
Stage 6	Evaluation of the Tender Documents and recommendation for the Selected Agency	10 days from tender closing date
Stage 7	Signing of Concession Agreement by the selected Agency	10 days from Stage 6

A Fortnightly meeting will be held where the progress of the assignment will be reviewed against the progress submitted by the Transaction Advisor.

Appendix-E

(1) Working arrangement:

The assignment will be contracted by Director, State Urban Development Agency, West Bengal. URBAN LOCAL BODY/s will nominate an officer to liaison with the Transaction Advisor Team.

(2) Items to be provided by the STATE URBAN DEVELOPMENT AGENCY:

All the data will be provided by STATE URBAN DEVELOPMENT AGENCY and URBAN LOCAL BODY to the Transaction Advisor and for that Transaction Advisor should inform the requirement of requisite data to the office of STATE URBAN DEVELOPMENT AGENCY. However certain datas are to be collected by the Transaction Advisor during their Field Study if it is not readily available with STATE URBAN DEVELOPMENT AGENCY/ URBAN LOCAL BODY.

It is to say that with regards to topographical survey, geotechnical investigation, leachate quality analysis, ground & surface water quality analysis, waste characterization survey etc shall be under the scope of Transaction Advisor consultant where STATE URBAN DEVELOPMENT AGENCY/Kolkata Metropolitan Development Authority/Municipal Engineering Directorate will extend full support.

(3) Items to be provided by the Transaction Advisor:

The Transaction Advisor shall organize and provide for:

- Transportation and travelling requirement of their personnel for visit to URBAN LOCAL BODIES, designated sites and any other place for completion of the assignment

- Expenses towards accommodation for various visits mentioned above will also be borne by the Transaction Advisor.
- Any other expenses as required for completion of assignment.

Appendix-F

The contract price of **Rs. 28,93,684/-** (Rupees Twenty Eight Lakh Ninety Three Thousand and Six hundred and Eighty Four only) shall remain fixed and firm during the period of contract excluding Goods and Service Tax. The Authority shall pay GST in the prevailing rate.

Appendix-G

Payment Schedule/Arrangement

Stage	Details of stages	Percentage
Stage 1A	Submission of the Inception Report	5%
Stage 1B	Acceptance of Inception Report by the Authority within 7 working days from the date of submission	5%
Stage 2A	Submission of Draft Feasibility Report by the TA	5%
Stage 2B	Acceptance of Draft Feasibility Report, by the Authority within 7 working days from the date of submission	5%
Stage 3	Submission of Final Feasibility Report along with action plan by the TA within 7 working days from the date of submission of corrected draft from the Authority	5%
Stage 4A	Submission of Draft RFP by the Agency	5%
Stage 4B	Acceptance of Draft RFP by the Authority within 30 working days of submission	10%
Stage 5A	Submission of the Final RFP for selection of Agency	10%
Stage 5B	Acceptance of the Final RFP by the Authority within 30 working days of submission	10%
Stage 6	Evaluation of the Tender Documents and recommendation for the Selected Agency	20%
Stage 7	Concession Agreement signed by the selected Agency	20%
	TOTAL	100%

Handwritten signature
 Director
 State Urban Development Agency



STATE URBAN DEVELOPMENT AGENCY shall review and monitor the progress of the assignment. On acceptance of the report against each milestone by the Director, STATE URBAN DEVELOPMENT AGENCY, payment will be released subject to deduction of taxes, as applicable.

- (a) If the Agreement duration gets reduced due to Termination or any other reason that is not attributable to the Consultant, Consultant shall be entitled to:
- (i) the payment of the Consultant Fee for Services performed prior to the effective date of such termination (after offsetting against these payments any amount that may be due from the Consultants to the Authority); and
 - (ii) release of the performance security by the Authority to the Consultant.
- (b) Notwithstanding anything contrary contained in this Agreement, if project gets delayed beyond period of twelve (12) months from commencement date for any reason(s) not attributable to the Consultant, the Consultant shall be entitled to terminate the Agreement without any liability/cost thereof. Upon such exit, the Consultant shall be entitled to:
- (i) the payment of the Consultant Fee for Services performed prior to the effective date of such termination (after offsetting against these payments any amount that may be due from the Consultants to the Authority); and
 - (ii) release of the performance security by the Authority to the Consultant.
- (c) All payments made hereunder shall be net off and be paid by Authority along with applicable GST as per prevailing rates notified under Applicable Laws.

Currency of Payment

Except as may be otherwise agreed between the Authority and the Consultants all payments under this Agreement shall be made in Indian Rupees only. The payments shall be made by Cheques / Demand Draft or electronic transfer to designated account of Consultant.

Mode of Billing and Payment

The billing and payment in respect of Services shall be made as follows:

- (a) As soon as practicable and not later than the fifteen (15) days after the completion of each stage, during the period of Services, the Consultant shall submit to Authority in duplicate a bill for payment.
- (b) The Authority shall cause the payment to the Consultant periodically as given above within ten (10) days after the receipt by the Consultant's bills.
- (C) All running payments shall be treated as interim payments subject to adjustment on the finalization of Agreement.

Recovery

Any sum falling due or any loss caused due to this Agreement shall be recoverable by the Authority from the Consultant's performance security and balance as if it were arrears of land

revenue.

Performance Security means 10% of total Consultant Fee in the form of Bank Guarantee of any recognized bank in India in favour of the Authority to be submitted by the Consultant within 15 days from signing of the Agreement. Bank Guarantee should remain valid till the Agreement continues to be in force.

Appendix-H

OBLIGATIONS OF THE CONSULTANTS

1.1 General

1.1.1 Standard of Performance

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence and efficiency, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-consultants or Third Parties.

1.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants, as well as any personnel of the Consultant and/or sub-consultants and agents, comply with the Applicable Law time being in force. The Authority shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notice, respect such customs.

1.2 Conflict of Interests

1.2.1 Consultants not to benefit from Commissions, discounts etc.

The remuneration of the Consultants pursuant to Appendix-G of this Agreement hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and subject to relevant provision of this Agreement hereof, the Consultants shall not accept for their own benefit any commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any of the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.


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1.2.2 Procurement Rules

If the Consultants, as part of the Services, have the responsibility of advising the Authority on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines applicable in the State of West Bengal and shall at all times perform such responsibility in the best interest of the Authority. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Authority.

1.2.3 Consultants and Affiliates not to engage in certain activities

The Consultants agree that, during the term of this Agreement and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any sub-consultant and any entity affiliated with such sub-consultant, shall be disqualified from providing goods, works or Services (other than the Services and any continuation thereof) for any Project resulting to the Services.

1.2.4 Prohibition of Conflicting Activities

The Consultants shall not engage and shall cause their personnel as well as Sub-consultants and their Personnel not to engage, either directly or indirectly during the term of this Agreement, any business or professional activities in the State of West Bengal, which would conflict, with the activities assigned to them under this Agreement.

1.3 Confidentiality

The Consultants, their sub-consultants and the personnel of either of them shall not, either during the term or within 6 (six) months after the expiration of this Agreement, disclose any proprietary or confidential information relating to the project, the Services, this Agreement or the Authority's business or operations without the prior written consent of the Authority.

1.4 Liability of the Consultants

1.4.1 Subject to additional provisions, if any, set forth in this Agreement, Consultant's liability under this Agreement shall be as provided by the Applicable Law.

1.4.2 The Consultant shall, subject to the limitation specified provisions of this agreement, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

1.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority, shall not be liable to the Authority:

(i) for any indirect or consequential loss or damage; and

(ii) for any direct loss or damage that exceeds the Consultant Fee actually paid for the Services.


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1.5 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof.

1.6 Consultant's Actions requiring Authority's prior Approval

The Consultants shall obtain the Authority's prior approval in writing before changing key personnel. The key personnel shall be available as per the requirement of fulfilment of Services. However, it shall not be mandatory for the key personnel of the Consultants to be stationed at the Authority location but will be available before the Authority as and when required.

1.7 Reporting Obligations

The Consultants shall submit to the Authority the reports and documents specified in the Terms of Reference as set forth in Appendix-B, and perform the Services as per terms set forth in the Terms of Reference.

Documents prepared by the Consultants to be the Property of the Authority. All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Authority under this Agreement shall become and remain the property of the Authority. The Consultants shall, not later than upon termination or expiration of this Agreement, deliver all such documents etc. to the Authority, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software.

The Authority shall constitute a Committee for periodic review of the documents/reports specified in the Terms of Reference as set forth in Appendix-B on a fortnightly basis.

OBLIGATIONS OF THE AUTHORITY

2. Assistance and Exemptions

2.1. The Authority will assist to Consultant in grant of following from Government:

2.2. Provide the Consultants, the sub-consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, sub-Consultants and Personnel to perform the Services (if applicable);

2.3. Assist the Consultants, sub-Consultants and the Personnel employed by them for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

2.4. Grant to the Consultants, any sub-Consultants and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into State of West Bengal reasonable amount of currency for the purposes of the Services or use of the personnel and their dependent and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services;

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2.5. The Authority shall nominate an officer to liaison with the Consultant.

2.6. The Authority shall provide all the data to the Consultant and for that Consultant should inform the requirement of requisite data to the office of the Consultant. However certain data are to be collected by the Consultant during their Field Study if it is not readily available with the Authority and the Authority will assist the Consultant in such endeavours. However, with regard to topographical survey, geotechnical investigation, leachate quality analysis, ground and surface water quality analysis, waste characterization survey etc shall be under the scope of Consultant to consult where the Authority will extend full support.

Appendix-I

1. FAIRNESS AND GOOD FAITH

1.1. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

1.2. Operation of the Agreement

The parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them and that if during the term of this Agreement either party believes that this Agreement is operating unfairly, the parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but on failure to agree on any action pursuant to this clause shall give rise to a dispute subject to arbitration in accordance with terms hereof.

2. INTELLECTUAL PROPERTY RIGHTS

The Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that the Consultants own in performing the Services. Notwithstanding the delivery of any Reports, the Consultants retain all intellectual property rights in the materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Consultants compile and retain in connection with the Services (but not Authority Information reflected in them). Upon payment for the Services, the Authority may use any materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.

3. INDEMNITY

To the fullest extent permitted by applicable law and professional regulations, the Authority shall indemnify the Consultants, against all claims by third parties (including the Authority's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any Report disclosed to it by or through the Authority or at the Authority's request. The Authority shall have no obligation hereunder to the extent that the Consultant have specifically authorized, in writing, the third party's reliance on the Services.

SDP
Director
State Urban Development Agency



4. MISCELLANEOUS

- a. This Agreement constitutes the entire agreement as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto, including any confidentiality agreements previously delivered.
- b. Both the Parties may execute this Agreement (including TOR and RFP), as well as any modifications to it by electronic means and each of us may sign a different copy of the same document. Both of us must agree in writing to modify this Agreement or any Statement of Work hereunder.
- c. The Consultant shall be liable for defects, discrepancies and disorders etc. in works executed under his supervision.
- d. Both the Authority and Consultant represents that the person signing this Agreement and any Statement of Work hereunder on its behalf is expressly authorized to execute them and to bind each of us to their terms.
- e. Neither of the Parties may assign any of their rights, obligations or claims under this Agreement;
- f. If any provision of this Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect;
- g. If there is any inconsistency between provisions in different parts of this Agreement, those parts shall have precedence as follows (unless expressly agreed otherwise): (a) the Cover Letter, (b) the applicable Statement of Work and any annexes thereto, (c) these General Terms and Conditions, and (d) other annexes to this Agreement;
- h. Neither of the Parties may use or reference the other's name, logos or trademarks without its prior written consent, provided that the Consultant may use the Authority's name publically to identify the Authority as a Authority in connection with specific Services or otherwise.

5. SETTLEMENT OF DISPUTES

5.1. Amicable Settlement

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.


5.2. Dispute Redressal System

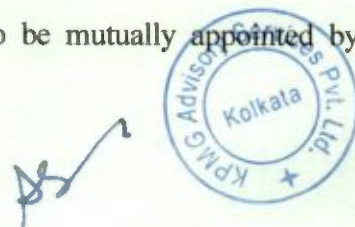
- 5.2.1 In the event of any Dispute between the Parties, either Party may call upon [Director, State Urban Development Agency, Government of West Bengal] and the Senior Management of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet not later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions hereof.

5.2.2 Arbitration:-

Any Dispute which is not resolved amicably pursuant to resolution mechanism as provided in Clause above, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with this clause, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 (as amended from time to time). The place of such arbitration shall be at Kolkata and the language of arbitration proceedings shall be English.

The Arbitral Tribunal shall constitute of the sole arbitrator to be mutually appointed by


Director
State Urban Development Agency



parties.

This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

5.3 **Jurisdiction –**

The contract has been entered within the State of West Bengal and its validity, construction, interpretation and legal effect shall be to the exclusive jurisdiction of the appropriate court in State of West Bengal.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed in their respective names of the day and year first above written.

FOR AND ON BEHALF OF THE AUTHORITY

BY *S. Datta Gupta* Director
Authorised Representative of State Urban Development Agency

Witness: *Wj*

FOR AND ON BEHALF OF THE CONSULTANTS

BY *Sumantendra Ghosh*
Authorised Representative

Witness: *Pandey Bauri*



রাজ্য নগর উন্নয়ন সংস্থা
STATE URBAN DEVELOPMENT AGENCY

“ইলগাস ভবন”, এইচ-সি ব্লক, সেক্টর-৩, বিধাননগর, কলকাতা-৭০০ ১০৬, পশ্চিমবঙ্গ
“ILGUS BHAVAN”, H-C Block, Sector - III, Bidhannagar, Kolkata - 700 106, West Bengal

ক্রমিক নং SUDA-227/2018(Pt.I)/ 5510

তারিখ 13.08.2019

To

Mr. Sumouleendra Ghosh
Director, Infrastructure, Government & Health Care
KMPG Advisory Services Pvt. Ltd.
Godrej Water Side, Unit-604
6th Floor, Tower-1, Plot no. 5,
Block-DP, Sector-V
Salt Lake City, Kolkata - 700091

Sub: Work Order for providing Transaction Advisory Services

Ref: Finance Department U.O. No. Group-T/2019-2020/0363 dated 29.07.2019

Sir,

With reference to above, I would like to inform you that your proposed rate of Rs.28,93,684/- (Inclusive of all expenses excluding GST) with regard to ‘Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management for selection of Developers & Operators’ has been accepted for each of the following ULBs/ Cluster:

Cluster/ Assignment No.	Proposed ULBs/ Cluster
5	Asansol Municipal Corporation
6	Durgapur Municipal Corporation
7	Panihati, Titagarh, Khardah, Barrackpore, North Barrackpore and Garulia Municipalities

The broad responsibilities of you as a Transaction Adviser for all these ULBs/ Cluster are as follows:

- Carry out feasibility study of the project in all respect including techno economic viability of existing cluster /proposed cluster of municipal bodies.
- Preparation of Detailed Project Report for Integrated Solid Waste Management for the municipal bodies involved in this project.
- Drafting of Request for Proposal (RFP) for selection of competent agency for carriage (as required) and processing of waste for the cluster.
- Assisting Solid Waste Management (SWM) Cell in managing the bid process including evaluation of bids and for selection of successful agency for the cluster.
- Drafting of Concession Agreement to be executed with the selected agency.

The work will have to be executed as per Terms of Reference enclosed herewith adhering to the following stipulated conditions:

দূরভাষ : ২৩৫৮ ৬৪০৩ / ৫৭৬৭, ফ্যাক্স : ২৩৫৮ ৫৮০০

Tel : 2358 6403/5767, Fax : 2358 5800, E-mail : wbsudadir@gmail.com

Account Section : 2358 6408

1. Deliverables:

Stage	Activity	Time Allocated
Stage 1	Submission of the Inception Report	10 days from the date of signing of contract.
Stage 2	Submission of Draft Feasibility Report	45 days from the Stage 1
Stage 3	Submission of Final Feasibility Report along with action plan	10 days from approval of Stage 2
Stage 4	Submission of the Draft RFP for selection of Agency	20 days from approval of Stage 3
Stage 5	Submission of the Final RFP for selection of Agency	10 days from approval of Stage 4
Stage 6	Evaluation of the Tender Documents and recommendation for the Selected Agency	10 days from tender closing date
Stage 7	Getting the Concession Agreement signed by the selected Agency	10 days from Stage 6

2. Payment Schedule:

Stage	Details of stages	Percentage
Stage 1A	Submission of the Inception Report	5%
Stage 1B	Acceptance of Inception Report by the Authority within 7 working days from the date of submission	5%
Stage 2A	Submission of Draft Feasibility Report by the TA	5%
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Stage 3	Submission of Final Feasibility Report along with action plan by the TA within 7 working days from the date of submission of corrected draft from the Authority	5%
Stage 4A	Submission of Draft RFP by the Agency	5%
Stage 4B	Acceptance of Draft RFP by the Authority within 30 working days of submission	10%
Stage 5A	Submission of the Final RFP for selection of Agency	10%
Stage 5B	Acceptance of the Final RFP by the Authority within 30 working days of submission	10%
Stage 6	Evaluation of the Tender Documents and recommendation for the Selected Agency	20%
Stage 7	Getting the Concession Agreement signed by the selected Agency	20%
	TOTAL	100%

3. The Manpower support that you have to put in place for timely execution of the assignment has to be maintained appropriately.

Subject to acceptance of abovementioned conditions, you are hereby requested to execute a formal agreement with the undersigned within 15 days from the date of issue of this letter of acceptance cum work order, failing which it will be presumed that you are not interested to execute the offer and in that case the work order will be treated as cancelled.

Yours faithfully

ADG 13/8/19

(Director)

Encl: Terms of Reference

SUDA-227/2018(Pt.I)/ *5510/1(1)*

Date: 13.08.2019

Copy forwarded for kind information to:

The Principal Secretary, UD & MA Department, GoWB

ADG 13/8/19

(Director)

Terms of Reference (TOR) for Transaction Adviser

(1) Introduction

Government of West Bengal has taken several steps/initiatives for making all the cities Clean, Green and Beautiful with special emphasis on management of Solid Wastes in Municipal Towns of the State. One of the obligatory functions of the Municipal Bodies is to remove solid waste from the cities under Sections 63, 95B, 260, 273 of the West Bengal Municipal Act, 1993 and corresponding provisions of the statute governing Municipal Corporations in West Bengal. A number of initiatives have been taken by the Urban Development & Municipal Affairs Department to ensure that solid waste are collected by the Municipal Bodies and disposed of scientifically by them. Under Mission Nirmal Bangla, a lot of equipment *e.g.* garbage bins, compactors, hydraulic tippers and other vehicles, community bins to Municipal Bodies to assist them in systematic collection of garbage from individual holdings, their transportation and stacking before disposal. Land has also been provided through inter departmental transfer to municipal bodies to set up dumping ground cum solid waste processing plants. In some cases these bodies have been permitted to purchase private land for setting up these facilities. The municipal bodies are required to collect waste from individual holdings systematically and transport them regularly to the solid waste disposal facility and get them recycled/processed scientifically. Efforts has been taken by some municipalities to collect waste and process them to the best of their abilities. It is, however, a fact that most municipal bodies do not have the technical capability, financial capacity and managerial competence to handle disposal of solid waste in a scientific manner. As a result, in spite of best intentions and substantial investments, these efforts have not resulted in significant improvement of situation.

In the light of importance given to scientific collection and disposal of solid waste, a large number of legislations and guidelines have been issued by different authorities from time to time. Some of these are:

- 1) Solid Waste Management Rules 2016 framed by Government of India
- 2) Policy and Strategy on Solid Waste Management for Urban Areas of West Bengal made in 2017
- 3) Plastics Waste Management Rules 2016 framed by Government of India
- 4) Policy and Strategy on Plastics Waste Management for Urban Areas of West Bengal made in 2017
- 5) Amendment of the West Bengal Municipal Act 1993 incorporating the provisions for banning using plastic bags below 50 microns.
- 6) State Government Order to all the Urban Local Bodies to regularly remove Solid Wastes from all the Hospitals in their jurisdiction and accordingly make special arrangement for removal of solid waste generated at Hospital.
- 7) Guideline of Ministry of Housing & Urban Affairs, Government of India on Implementation of Solid Waste Management by Bulk Solid Waste Generators.

The present state of solid waste disposal in urban areas involves awareness generation among the population, expectation of segregation of source, door to door collection by the

municipal bodies, intermediate storage of such collected waste, segregation at intermediate storage points, ultimate transportation to the disposal ground and segregation, recycling, processing (Bio-gas, RDF, compost) and finally landfill with the residue. While the municipalities in many cases are able to carry out the first three functions reasonably and effectively given appropriate support, the final steps, viz. collection of solid waste from intermediate transit points to their final processing and landfill may not be effectively carried out by the municipal bodies at their current level of resources and competence.

The Urban Development & Municipal Affairs (UD&MA) Department through Kolkata Metropolitan Development Authority (KMDA) and Municipal Engineering Directorate (MED) are developing landfill sites and solid waste processing facilities (compost plants and Biogas energy plants) in different municipalities based on this model.

However, segregation of solid waste, their processing to either to produce compost or Refuse Derived Fuel (RDF) or Bio-gas, their marketing, recycling of waste processing of construction and demolition waste, a remediation of legacy waste, management of landfill site, all of these are technically and managerially complex functions. The experience across cities in India and abroad shows that these functions are best carried out by technically and financially competent agencies. Such agencies are seen to be running successful plants in many Indian cities e.g. Hyderabad, Bangalore, Panaji, Indore, Bhopal, Surat etc.

In this light, State Government has decided to appoint **Transaction Advisor for Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management** for selection of Developers and Operators

(2) Objectives

The objective of engaging a Transaction Advisor is for **Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management** for selection of Developers and Operators.

(3) Scope of Work/Description of Task

3.1. The broad responsibilities of the Transaction Adviser are summarized as follows:

- a) Carry out **feasibility study of the project** in all respect including techno economic viability of existing cluster /proposed cluster of municipal bodies.
- b) Preparation of **Detailed Feasibility Report** for Integrated Solid Waste Management for the municipal bodies involved in this project. The Feasibility Report must cover all ambits of municipal solid waste management from door to door collection, primary/secondary transportation (if required), requirement of transfer stations (if any), processing facility and disposal of inert. Costing of this will also be included in the report.
- c) Drafting of **Request for Proposal (RFP)** for selection of competent agency for carriage (as required) and processing of waste for the cluster.
- d) Assisting Solid Waste Management (SWM) Cell in managing the bid process including **evaluation of bids** and for selection of successful agency for the cluster.
- e) **Drafting of Tripartite Agreement** between Municipal Bodies in the Cluster, the SWM Cell of the Department and the Selected Agency.

3.2. The Transaction Advisor shall keep the following in view in the discharge of the above responsibilities:

- a) Consultation with Urban Development and Municipal Affairs Department, STATE URBAN DEVELOPMENT AGENCY, URBAN LOCAL BODIES, Development Authorities and other stakeholders to identify and conceptualize/develop projects for Solid Waste Management through cluster/standalone approach.
- b) Detailed Technical Feasibility Report should be developed from the primary collection stage up to the final processing and disposal of all types of solid waste. A comprehensive Technical Feasibility Report indicating each stages of waste management i.e. primary Door to Door collection of segregated waste, mode of transportation, setting up of transfer station wherever feasible and disposal of Solid Waste as per provision of SWM Rules, 2016 are to be followed.
- c) The Detailed Project Report for all ongoing projects should incorporate all capital investment already made and existing infrastructure should be considered optimally.
- d) The Detailed Technical Feasibility Report should be flexible with regard to technology for processing of waste and sanitary landfill. Transaction Advisors should provide the broad contours of the project indicating performance parameters considering land constraints and other limitations, if any, within which concessionaires are free and flexible to choose technology of choice.
- e) It is preferable that the Transaction Advisor should have office setup at Kolkata for ease of interaction and should be available as and when required by the Authority.

- f) Projects should be structured under appropriate Public Private Partnership mode to enable optimum utilization of the investments already made in Solid Waste Management projects. Innovative business and commercial practices such as commercial sale of products, levy of user charges/ fee etc., as appropriate under the applicable laws should be incorporated in the Detailed Technical Feasibility Report.
- g) Transaction Advisor is to undertake visits to acclaim projects in other states and study best practices. In the financial proposal Transaction Advisor may incorporate the travel expenses and related incidental charges for visit to other States to see the best practices considering visit at least in two such cities with two experts from the team.

3.3. The Transaction Advisor shall prepare bid documents (RFP, Concession Agreement etc.) and manage bid process upto signing of Concession Agreement; while doing so the following objectives shall have to be addressed.

- a) Optimum utilization of existing infrastructure of Solid Wastes in the URBAN LOCAL BODIES and in conformity with policy of Government of West Bengal.
- b) Optimum utilization of land for processing plant and sanitary landfill site clubbing URBAN LOCAL BODIES in clusters to make the project financially and technically feasible.
- c) While undertaking the feasibility study, the proposed cluster sites should re-visited for suitable modification, if necessary. For finalization of cluster, STATE URBAN DEVELOPMENT AGENCY should be consulted. The cluster-wise Detailed Feasibility Report, Request for Proposal (concession Request for Proposal for implementation) may be prepared accordingly.
- d) Collection, segregation and transportation of wastes shall be the primary responsibility of URBAN LOCAL BODIES. However the Transaction Advisor will give a comprehensive and holistic mechanism in consultation with the URBAN LOCAL BODIES regarding collection at door step to final disposal.
- e) Incentive on performance for all stakeholders.
- f) A flow chart for disposal of all types of wastes from source up to the processing plant/Landfill to be developed. A clear pictorial representation of the plan should be developed by the TA itself in their report.
- g) Necessary clearances to be obtained from the Department of Environment, West Bengal Pollution Control Board and other regulatory bodies, on behalf of operating agency as and when required as per extent of rules, statutory provisions etc. pertaining to the matter.

- i. Necessary clearances need to be secured by the Concessionaire with assistance from STATE URBAN DEVELOPMENT AGENCY/ other relevant Government Agencies
 - ii. Transaction Advisors are only required to list and specify the clearances required for executing the proposed projects in the given clusters
- h) New technology (i.e. the technology to be adopted in adherence to SWM Rules, 2016) should be backed by necessary certificate/s (Necessary Certification means Pollution Clearance Certificate etc.) from the proper authority (Proper authority means Pollution Control Board and other regulatory authorities.).
 - i) Effective Operation & Management System is to be for at least 20 years.
 - j) Processing and disposal of Legacy waste and reclamation of land is to be incorporated.
 - k) Land for processing plant and sanitary landfill site is to be identified by URBAN LOCAL BODY.
 - l) Reclamation of existing Dumping Grounds, scientific development, beautification etc. of the Dumping Grounds.
 - m) Segregation and processing of recyclable waste as per Solid Waste Management Rules, 2016 is to be ensured effectively.
 - n) Scope of work should be customized on available field data and technology for each cluster/project.
 - o) Implementation of effective and viable model based on national and international best practices.
 - p) Proposal should be inclusive of institutional structures required for implementation of projects and operation & maintenance thereof with private sector financing.
 - q) Key performance indicators to be identified. These are to be linked with schedule of payment to operating agencies.
 - r) Principal objective: Achievement of 100 percent disposal and processing of incoming waste and waste as available in existing dumping site, and to maintain its sustainability.

(4) Assignment for following Proposed ULBs/ Cluster:

Cluster/ Assignment No.	Proposed ULBs/ Cluster
5	Asansol Municipal Corporation
6	Durgapur Municipal Corporation
7	Panihati, Titagarh, Khardah, Barrackpore, North Barrackpore and Garulia

রাজ্য নগর উন্নয়ন সংস্থা

STATE URBAN DEVELOPMENT AGENCY

“ইলগাস ভবন”, এইচ-সি ব্লক, সেক্টর-৩, বিধাননগর, কলকাতা-৭০০ ১০৬, পশ্চিমবঙ্গ

“ILGUS BHAVAN”, H-C Block, Sector - III, Bidhannagar, Kolkata - 700 106, West Bengal

ক্রমিক নংSUDA-227/2018(Pt.I)/ 5509

তারিখ 13.08.2019

To
Mr. Yogesh Daruka,
Pricewaterhouse Coopers (PwC) Pvt. Ltd.
Plot No. DN56-57, Sector-V
Salt Lake, Kolkata - 700091

Sub: Work Order for providing Transaction Advisory Services

Ref: Finance Department U.O. No. Group-T/2019-2020/0277 dated 04.07.2019

Sir,

With reference to above, I would like to inform you that your proposed rate of Rs.28,93,684/- (Inclusive of all expenses excluding GST) with regard to ‘Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management for selection of Developers & Operators’ has been accepted for each of the following Clusters:

Cluster No.	Proposed Cluster
8	Kalyani, Gayeshpur, Halisahar, Haringhata and Kanchrapara Municipalities
9	Ranaghat Municipality, Birnagar Municipality, Taherpur NAA and Coopars Camp NAA,
10	Krishnagar, Nabadwip and Santipur Municipalities

The broad responsibilities of you as a Transaction Adviser for all these Clusters are as follows:

- Carry out feasibility study of the project in all respect including techno economic viability of existing cluster /proposed cluster of municipal bodies.
- Preparation of Detailed Project Report for Integrated Solid Waste Management for the municipal bodies involved in this project.
- Drafting of Request for Proposal (RFP) for selection of competent agency for carriage (as required) and processing of waste for the cluster.
- Assisting Solid Waste Management (SWM) Cell in managing the bid process including evaluation of bids and for selection of successful agency for the cluster.
- Drafting of Concession Agreement to be executed with the selected agency.

The work will have to be executed as per Terms of Reference enclosed herewith adhering to the following stipulated conditions:

দূরভাষ : ২৩৫৮ ৬৪০৩ / ৫৭৬৭, ফ্যাক্স : ২৩৫৮ ৫৮০০

Tel : 2358 6403/5767, Fax : 2358 5800, E-mail : wbsudadir@gmail.com

Account Section : 2358 6408

1. Deliverables:

Stage	Activity	Time Allocated
Stage 1	Submission of the Inception Report	10 days from the date of signing of contract.
Stage 2	Submission of Draft Feasibility Report	45 days from the Stage 1
Stage 3	Submission of Final Feasibility Report along with action plan	10 days from approval of Stage 2
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Stage 7	Getting the Concession Agreement signed by the selected Agency	10 days from Stage 6

2. Payment Schedule:

Stage	Details of stages	Percentage
Stage 1A	Submission of the Inception Report	5%
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Stage 4A	Submission of Draft RFP by the Agency	5%
Stage 4B	Acceptance of Draft RFP by the Authority within 30 working days of submission	10%
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	TOTAL	100%

3. The Manpower support that you have to put in place for timely execution of the assignment has to be maintained appropriately.

Subject to acceptance of abovementioned conditions, you are hereby requested to execute a formal agreement with the undersigned within 15 days from the date of issue of this letter of acceptance cum work order, failing which it will be presumed that you are not interested to execute the offer and in that case the work order will be treated as cancelled.

Yours faithfully

[Handwritten Signature] 13/8/19

(Director)

Encl: Terms of Reference

SUDA-227/2018(Pt.I)/ 5509/1(1)

Date: 13.08.2019

Copy forwarded for kind information to:

The Principal Secretary, UD & MA Department, GoWB

[Handwritten Signature] 13/8/19

(Director)

Terms of Reference (TOR) for Transaction Adviser

(1) Introduction

Government of West Bengal has taken several steps/initiatives for making all the cities Clean, Green and Beautiful with special emphasis on management of Solid Wastes in Municipal Towns of the State. One of the obligatory functions of the Municipal Bodies is to remove solid waste from the cities under Sections 63, 95B, 260, 273 of the West Bengal Municipal Act, 1993 and corresponding provisions of the statute governing Municipal Corporations in West Bengal. A number of initiatives have been taken by the Urban Development & Municipal Affairs Department to ensure that solid waste are collected by the Municipal Bodies and disposed of scientifically by them. Under Mission Nirmal Bangla, a lot of equipment e.g. garbage bins, compactors, hydraulic tippers and other vehicles, community bins to Municipal Bodies to assist them in systematic collection of garbage from individual holdings, their transportation and stacking before disposal. Land has also been provided through inter departmental transfer to municipal bodies to set up dumping ground cum solid waste processing plants. In some cases these bodies have been permitted to purchase private land for setting up these facilities. The municipal bodies are required to collect waste from individual holdings systematically and transport them regularly to the solid waste disposal facility and get them recycled/processed scientifically. Efforts has been taken by some municipalities to collect waste and process them to the best of their abilities. It is, however, a fact that most municipal bodies do not have the technical capability, financial capacity and managerial competence to handle disposal of solid waste in a scientific manner. As a result, in spite of best intentions and substantial investments, these efforts have not resulted in significant improvement of situation.

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The present state of solid waste disposal in urban areas involves awareness generation among the population, expectation of segregation of source, door to door collection by the

municipal bodies. intermediate storage of such collected waste. segregation at intermediate storage points. ultimate transportation to the disposal ground and segregation, recycling, processing (Bio-gas, RDF, compost) and finally landfill with the residue. While the municipalities in many cases are able to carry out the first three functions reasonably and effectively given appropriate support, the final steps, viz. collection of solid waste from intermediate transit points to their final processing and landfill may not be effectively carried out by the municipal bodies at their current level of resources and competence.

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(2) Objectives

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3.1. The broad responsibilities of the Transaction Adviser are summarized as follows:

- a) Carry out **feasibility study of the project** in all respect including techno economic viability of existing cluster /proposed cluster of municipal bodies.
- b) Preparation of **Detailed Feasibility Report** for Integrated Solid Waste Management for the municipal bodies involved in this project. The Feasibility Report must cover all ambits of municipal solid waste management from door to door collection, primary/secondary transportation (if required), requirement of transfer stations (if any), processing facility and disposal of inert. Costing of this will also be included in the report.
- c) Drafting of **Request for Proposal (RFP)** for selection of competent agency for carriage (as required) and processing of waste for the cluster.
- d) Assisting Solid Waste Management (SWM) Cell in managing the bid process including **evaluation of bids** and for selection of successful agency for the cluster.
- e) **Drafting of Tripartite Agreement** between Municipal Bodies in the Cluster, the SWM Cell of the Department and the Selected Agency.

3.2. The Transaction Advisor shall keep the following in view in the discharge of the above responsibilities:

- a) Consultation with Urban Development and Municipal Affairs Department, STATE URBAN DEVELOPMENT AGENCY, URBAN LOCAL BODIES, Development Authorities and other stakeholders to identify and conceptualize/develop projects for Solid Waste Management through cluster/standalone approach.
- b) Detailed Technical Feasibility Report should be developed from the primary collection stage up to the final processing and disposal of all types of solid waste. A comprehensive Technical Feasibility Report indicating each stages of waste management i.e. primary Door to Door collection of segregated waste, mode of transportation, setting up of transfer station wherever feasible and disposal of Solid Waste as per provision of SWM Rules, 2016 are to be followed.
- c) The Detailed Project Report for all ongoing projects should incorporate all capital investment already made and existing infrastructure should be considered optimally.
- d) The Detailed Technical Feasibility Report should be flexible with regard to technology for processing of waste and sanitary landfill. Transaction Advisors should provide the broad contours of the project indicating performance parameters considering land constraints and other limitations, if any, within which concessionaires are free and flexible to choose technology of choice.
- e) It is preferable that the Transaction Advisor should have office setup at Kolkata for ease of interaction and should be available as and when required by the Authority.

- f) Projects should be structured under appropriate Public Private Partnership mode to enable optimum utilization of the investments already made in Solid Waste Management projects. Innovative business and commercial practices such as commercial sale of products, levy of user charges/ fee etc., as appropriate under the applicable laws should be incorporated in the Detailed Technical Feasibility Report.
- g) Transaction Advisor is to undertake visits to acclaim projects in other states and study best practices. In the financial proposal Transaction Advisor may incorporate the travel expenses and related incidental charges for visit to other States to see the best practices considering visit at least in two such cities with two experts from the team.

3.3. The Transaction Advisor shall prepare bid documents (RFP, Concession Agreement etc.) and manage bid process upto signing of Concession Agreement; while doing so the following objectives shall have to be addressed.

- a) Optimum utilization of existing infrastructure of Solid Wastes in the URBAN LOCAL BODIES and in conformity with policy of Government of West Bengal.
- b) Optimum utilization of land for processing plant and sanitary landfill site clubbing URBAN LOCAL BODIES in clusters to make the project financially and technically feasible.
- c) While undertaking the feasibility study, the proposed cluster sites should re-visited for suitable modification, if necessary. For finalization of cluster, STATE URBAN DEVELOPMENT AGENCY should be consulted. The cluster-wise Detailed Feasibility Report, Request for Proposal (concession Request for Proposal for implementation) may be prepared accordingly.
- d) Collection, segregation and transportation of wastes shall be the primary responsibility of URBAN LOCAL BODIES. However the Transaction Advisor will give a comprehensive and holistic mechanism in consultation with the URBAN LOCAL BODIES regarding collection at door step to final disposal.
- e) Incentive on performance for all stakeholders.
- f) A flow chart for disposal of all types of wastes from source up to the processing plant/Landfill to be developed. A clear pictorial representation of the plan should be developed by the TA itself in their report.
- g) Necessary clearances to be obtained from the Department of Environment, West Bengal Pollution Control Board and other regulatory bodies, on behalf of operating agency as and when required as per extent of rules, statutory provisions etc. pertaining to the matter.

- i. Necessary clearances need to be secured by the Concessionaire with assistance from STATE URBAN DEVELOPMENT AGENCY/ other relevant Government Agencies
 - ii. Transaction Advisors are only required to list and specify the clearances required for executing the proposed projects in the given clusters
- h) New technology (i.e. the technology to be adopted in adherence to SWM Rules, 2016) should be backed by necessary certificate/s (Necessary Certification means Pollution Clearance Certificate etc.) from the proper authority (Proper authority means Pollution Control Board and other regulatory authorities.).
 - i) Effective Operation & Management System is to be for at least 20 years.
 - j) Processing and disposal of Legacy waste and reclamation of land is to be incorporated.
 - k) Land for processing plant and sanitary landfill site is to be identified by URBAN LOCAL BODY.
 - l) Reclamation of existing Dumping Grounds, scientific development, beautification etc. of the Dumping Grounds.
 - m) Segregation and processing of recyclable waste as per Solid Waste Management Rules, 2016 is to be ensured effectively.
 - n) Scope of work should be customized on available field data and technology for each cluster/project.
 - o) Implementation of effective and viable model based on national and international best practices.
 - p) Proposal should be inclusive of institutional structures required for implementation of projects and operation & maintenance thereof with private sector financing.
 - q) Key performance indicators to be identified. These are to be linked with schedule of payment to operating agencies.
 - r) Principal objective: Achievement of 100 percent disposal and processing of incoming waste and waste as available in existing dumping site, and to maintain its sustainability.

(4) Assignment for following Proposed Clusters:

Cluster No.	Proposed Cluster
8	Kalyani, Gayeshpur, Halisahar, Haringhata and Kanchrapara Municipalities
9	Ranaghat Municipality, Birnagar Municipality, Taherpur NAA and Coopars Camp NAA,
10	Krishnagar, Nabadwip and Santipur Municipalities

To
 Mr. Sumouleendra Ghosh
 Director, Infrastructure, Government & Health Care
 KMPG Advisory Services Pvt. Ltd.
 Godrej Water Side, Unit-604
 6th Floor, Tower-1, Plot no. 5,
 Block-DP, Sector-V
 Salt Lake City, Kolkata - 700091

Sub: Work Order for providing Transaction Advisory Services

Ref: Finance Department U.O. No. Group-T/2019-2020/0363 dated 29.07.2019

Sir,

With reference to above, I would like to inform you that your proposed rate of Rs.28,93,684/- (Inclusive of all expenses excluding GST) with regard to 'Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management for selection of Developers & Operators' has been accepted for each of the following ULBs/ Cluster:

Cluster/ Assignment No.	Proposed ULBs/ Cluster
5	Asansol Municipal Corporation
6	Durgapur Municipal Corporation
7	Panihati, Titagarh, Khardah, Barrackpore, North Barrackpore and Garulia Municipalities

The broad responsibilities of you as a Transaction Adviser for all these ULBs/ Cluster are as follows:

- Carry out feasibility study of the project in all respect including techno economic viability of existing cluster /proposed cluster of municipal bodies.
- Preparation of Detailed Project Report for Integrated Solid Waste Management for the municipal bodies involved in this project.
- Drafting of Request for Proposal (RFP) for selection of competent agency for carriage (as required) and processing of waste for the cluster.
- Assisting Solid Waste Management (SWM) Cell in managing the bid process including evaluation of bids and for selection of successful agency for the cluster.
- Drafting of Concession Agreement to be executed with the selected agency.

The work will have to be executed as per Terms of Reference enclosed herewith adhering to the following stipulated conditions:

1. Deliverables:

Stage	Activity	Time Allocated
Stage 1	Submission of the Inception Report	10 days from the date of signing of contract.
Stage 2	Submission of Draft Feasibility Report	45 days from the Stage 1
Stage 3	Submission of Final Feasibility Report along with action plan	10 days from approval of Stage 2
Stage 4	Submission of the Draft RFP for selection of Agency	20 days from approval of Stage 3
Stage 5	Submission of the Final RFP for selection of Agency	10 days from approval of Stage 4
Stage 6	Evaluation of the Tender Documents and recommendation for the Selected Agency	10 days from tender closing date
Stage 7	Getting the Concession Agreement signed by the selected Agency	10 days from Stage 6

2. Payment Schedule:

Stage	Details of stages	Percentage
Stage 1A	Submission of the Inception Report	5%
Stage 1B	Acceptance of Inception Report by the Authority within 7 working days from the date of submission	5%
Stage 2A	Submission of Draft Feasibility Report by the TA	5%
Stage 2B	Acceptance of Draft Feasibility Report, by the Authority within 7 working days from the date of submission	5%
Stage 3	Submission of Final Feasibility Report along with action plan by the TA within 7 working days from the date of submission of corrected draft from the Authority	5%
Stage 4A	Submission of Draft RFP by the Agency	5%
Stage 4B	Acceptance of Draft RFP by the Authority within 30 working days of submission	10%
Stage 5A	Submission of the Final RFP for selection of Agency	10%
Stage 5B	Acceptance of the Final RFP by the Authority within 30 working days of submission	10%
Stage 6	Evaluation of the Tender Documents and recommendation for the Selected Agency	20%
Stage 7	Getting the Concession Agreement signed by the selected Agency	20%
	TOTAL	100%

3. The Manpower support that you have to put in place for timely execution of the assignment has to be maintained appropriately.

Subject to acceptance of abovementioned conditions, you are hereby requested to execute a formal agreement with the undersigned within 15 days from the date of issue of this letter of acceptance cum work order, failing which it will be presumed that you are not interested to execute the offer and in that case the work order will be treated as cancelled.

Yours faithfully

Sd/-
(Director)

SUDA-227/2018(Pt.I)/

Date: 07.08.2019

Copy forwarded for kind information to:

The Principal Secretary, UD & MA Department, GoWB

(Director)

Terms of Reference (TOR) for Transaction Adviser

(1) Introduction

Government of West Bengal has taken several steps/initiatives for making all the cities Clean, Green and Beautiful with special emphasis on management of Solid Wastes in Municipal Towns of the State. One of the obligatory functions of the Municipal Bodies is to remove solid waste from the cities under Sections 63, 95B, 260, 273 of the West Bengal Municipal Act, 1993 and corresponding provisions of the statute governing Municipal Corporations in West Bengal. A number of initiatives have been taken by the Urban Development & Municipal Affairs Department to ensure that solid waste are collected by the Municipal Bodies and disposed of scientifically by them. Under Mission Nirmal Bangla, a lot of equipment *e.g.* garbage bins, compactors, hydraulic tippers and other vehicles, community bins to Municipal Bodies to assist them in systematic collection of garbage from individual holdings, their transportation and stacking before disposal. Land has also been provided through inter departmental transfer to municipal bodies to set up dumping ground cum solid waste processing plants. In some cases these bodies have been permitted to purchase private land for setting up these facilities. The municipal bodies are required to collect waste from individual holdings systematically and transport them regularly to the solid waste disposal facility and get them recycled/processed scientifically. Efforts has been taken by some municipalities to collect waste and process them to the best of their abilities. It is, however, a fact that most municipal bodies do not have the technical capability, financial capacity and managerial competence to handle disposal of solid waste in a scientific manner. As a result, in spite of best intentions and substantial investments, these efforts have not resulted in significant improvement of situation.

In the light of importance given to scientific collection and disposal of solid waste, a large number of legislations and guidelines have been issued by different authorities from time to time. Some of these are:

- 1) Solid Waste Management Rules 2016 framed by Government of India
- 2) Policy and Strategy on Solid Waste Management for Urban Areas of West Bengal made in 2017
- 3) Plastics Waste Management Rules 2016 framed by Government of India
- 4) Policy and Strategy on Plastics Waste Management for Urban Areas of West Bengal made in 2017
- 5) Amendment of the West Bengal Municipal Act 1993 incorporating the provisions for banning using plastic bags below 50 microns.
- 6) State Government Order to all the Urban Local Bodies to regularly remove Solid Wastes from all the Hospitals in their jurisdiction and accordingly make special arrangement for removal of solid waste generated at Hospital.
- 7) Guideline of Ministry of Housing & Urban Affairs, Government of India on Implementation of Solid Waste Management by Bulk Solid Waste Generators.

The present state of solid waste disposal in urban areas involves awareness generation among the population, expectation of segregation of source, door to door collection by the

municipal bodies. intermediate storage of such collected waste. segregation at intermediate storage points. ultimate transportation to the disposal ground and segregation, recycling, processing(Bio-gas, RDF, compost) and finally landfill with the residue. While the municipalities in many cases are able to carry out the first three functions reasonably and effectively given appropriate support, the final steps, viz. collection of solid waste from intermediate transit points to their final processing and landfill may not be effectively carried out by the municipal bodies at their current level of resources and competence.

The Urban Development & Municipal Affairs (UD&MA) Department through Kolkata Metropolitan Development Authority (KMDA) and Municipal Engineering Directorate (MED) are developing landfill sites and solid waste processing facilities (compost plants and Biogas energy plants) in different municipalities based on this model.

However, segregation of solid waste, their processing to either to produce compost or Refuse Derived Fuel(RDF) or Bio-gas, their marketing, recycling of waste processing of construction and demolition waste, a remediation of legacy waste, management of landfill site, all of these are technically and managerially complex functions. The experience across cities in India and abroad shows that these functions are best carried out by technically and financially competent agencies. Such agencies are seen to be running successful plants in many Indian cities e.g. Hyderabad, Bangalore, Panaji, Indore, Bhopal, Surat etc.

In this light, State Government has decided to appoint **Transaction Advisor for Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management** for selection of Developers and Operators

(2) Objectives

The objective of engaging a Transaction Advisor is for **Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management** for selection of Developers and Operators.

(3) Scope of Work/Description of Task

3.1. The broad responsibilities of the Transaction Adviser are summarized as follows:

- a) Carry out **feasibility study of the project** in all respect including techno economic viability of existing cluster /proposed cluster of municipal bodies.
- b) Preparation of **Detailed Feasibility Report** for Integrated Solid Waste Management for the municipal bodies involved in this project. The Feasibility Report must cover all ambits of municipal solid waste management from door to door collection, primary/secondary transportation (if required), requirement of transfer stations (if any), processing facility and disposal of inert. Costing of this will also be included in the report.
- c) Drafting of **Request for Proposal (RFP)** for selection of competent agency for carriage (as required) and processing of waste for the cluster.
- d) Assisting Solid Waste Management (SWM) Cell in managing the bid process including **evaluation of bids** and for selection of successful agency for the cluster.
- e) **Drafting of Tripartite Agreement** between Municipal Bodies in the Cluster, the SWM Cell of the Department and the Selected Agency.

3.2. The Transaction Advisor shall keep the following in view in the discharge of the above responsibilities:

- a) Consultation with Urban Development and Municipal Affairs Department, STATE URBAN DEVELOPMENT AGENCY, URBAN LOCAL BODIES, Development Authorities and other stakeholders to identify and conceptualize/develop projects for Solid Waste Management through cluster/standalone approach.
- b) Detailed Technical Feasibility Report should be developed from the primary collection stage up to the final processing and disposal of all types of solid waste. A comprehensive Technical Feasibility Report indicating each stages of waste management i.e. primary Door to Door collection of segregated waste, mode of transportation, setting up of transfer station wherever feasible and disposal of Solid Waste as per provision of SWM Rules, 2016 are to be followed.
- c) The Detailed Project Report for all ongoing projects should incorporate all capital investment already made and existing infrastructure should be considered optimally.
- d) The Detailed Technical Feasibility Report should be flexible with regard to technology for processing of waste and sanitary landfill. Transaction Advisors should provide the broad contours of the project indicating performance parameters considering land constraints and other limitations, if any, within which concessionaires are free and flexible to choose technology of choice.
- e) It is preferable that the Transaction Advisor should have office setup at Kolkata for ease of interaction and should be available as and when required by the Authority.

- f) Projects should be structured under appropriate Public Private Partnership mode to enable optimum utilization of the investments already made in Solid Waste Management projects. Innovative business and commercial practices such as commercial sale of products, levy of user charges/ fee etc., as appropriate under the applicable laws should be incorporated in the Detailed Technical Feasibility Report.
- g) Transaction Advisor is to undertake visits to acclaim projects in other states and study best practices. In the financial proposal Transaction Advisor may incorporate the travel expenses and related incidental charges for visit to other States to see the best practices considering visit at least in two such cities with two experts from the team.

3.3. The Transaction Advisor shall prepare bid documents (RFP, Concession Agreement etc.) and manage bid process upto signing of Concession Agreement; while doing so the following objectives shall have to be addressed.

- a) Optimum utilization of existing infrastructure of Solid Wastes in the URBAN LOCAL BODIES and in conformity with policy of Government of West Bengal.
- b) Optimum utilization of land for processing plant and sanitary landfill site clubbing URBAN LOCAL BODIES in clusters to make the project financially and technically feasible.
- c) While undertaking the feasibility study, the proposed cluster sites should re-visited for suitable modification, if necessary. For finalization of cluster, STATE URBAN DEVELOPMENT AGENCY should be consulted. The cluster-wise Detailed Feasibility Report, Request for Proposal (concession Request for Proposal for implementation) may be prepared accordingly.
- d) Collection, segregation and transportation of wastes shall be the primary responsibility of URBAN LOCAL BODIES. However the Transaction Advisor will give a comprehensive and holistic mechanism in consultation with the URBAN LOCAL BODIES regarding collection at door step to final disposal.
- e) Incentive on performance for all stakeholders.
- f) A flow chart for disposal of all types of wastes from source up to the processing plant/Landfill to be developed. A clear pictorial representation of the plan should be developed by the TA itself in their report.
- g) Necessary clearances to be obtained from the Department of Environment, West Bengal Pollution Control Board and other regulatory bodies, on behalf of operating agency as and when required as per extent of rules, statutory provisions etc. pertaining to the matter.

- i. Necessary clearances need to be secured by the Concessionaire with assistance from STATE URBAN DEVELOPMENT AGENCY/ other relevant Government Agencies
 - ii. Transaction Advisors are only required to list and specify the clearances required for executing the proposed projects in the given clusters
- h) New technology (i.e. the technology to be adopted in adherence to SWM Rules, 2016) should be backed by necessary certificate/s (Necessary Certification means Pollution Clearance Certificate etc.) from the proper authority (Proper authority means Pollution Control Board and other regulatory authorities.).
 - i) Effective Operation & Management System is to be for at least 20 years.
 - j) Processing and disposal of Legacy waste and reclamation of land is to be incorporated.
 - k) Land for processing plant and sanitary landfill site is to be identified by URBAN LOCAL BODY.
 - l) Reclamation of existing Dumping Grounds, scientific development, beautification etc. of the Dumping Grounds.
 - m) Segregation and processing of recyclable waste as per Solid Waste Management Rules, 2016 is to be ensured effectively.
 - n) Scope of work should be customized on available field data and technology for each cluster/project.
 - o) Implementation of effective and viable model based on national and international best practices.
 - p) Proposal should be inclusive of institutional structures required for implementation of projects and operation & maintenance thereof with private sector financing.
 - q) Key performance indicators to be identified. These are to be linked with schedule of payment to operating agencies.
 - r) Principal objective: Achievement of 100 percent disposal and processing of incoming waste and waste as available in existing dumping site, and to maintain its sustainability.

(4) Assignment for following Proposed ULBs/ Cluster:

Cluster/ Assignment No.	Proposed ULBs/ Cluster
5	Asansol Municipal Corporation
6	Durgapur Municipal Corporation
7	Panihati, Titagarh, Khardah, Barrackpore, North Barrackpore and Garulia

To
 Mr. Yogesh Daruka,
 Pricewaterhouse Coopers (PwC) Pvt. Ltd.
 Plot No. DN56-57, Sector-V
 Salt Lake, Kolkata - 700091

Sub: Work Order for providing Transaction Advisory Services

Ref: Finance Department U.O. No. Group-T/2019-2020/0277 dated 04.07.2019

Sir,

With reference to above, I would like to inform you that your proposed rate of Rs.28,93,684/- (Inclusive of all expenses excluding GST) with regard to 'Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management for selection of Developers & Operators' has been accepted for each of the following Clusters:

Cluster No.	Proposed Cluster
8	Kalyani, Gayeshpur, Halisahar, Haringhata and Kanchrapara Municipalities
9	Ranaghat Municipality, Birnagar Municipality, Taherpur NAA and Coopars Camp NAA,
10	Krishnagar, Nabadwip and Santipur Municipalities

The broad responsibilities of you as a Transaction Adviser for all these Clusters are as follows:

- Carry out feasibility study of the project in all respect including techno economic viability of existing cluster /proposed cluster of municipal bodies.
- Preparation of Detailed Project Report for Integrated Solid Waste Management for the municipal bodies involved in this project.
- Drafting of Request for Proposal (RFP) for selection of competent agency for carriage (as required) and processing of waste for the cluster.
- Assisting Solid Waste Management (SWM) Cell in managing the bid process including evaluation of bids and for selection of successful agency for the cluster.
- Drafting of Concession Agreement to be executed with the selected agency.

The work will have to be executed as per Terms of Reference enclosed herewith adhering to the following stipulated conditions:

1. Deliverables:

Stage	Activity	Time Allocated
Stage 1	Submission of the Inception Report	10 days from the date of signing of contract.
Stage 2	Submission of Draft Feasibility Report	45 days from the Stage 1
Stage 3	Submission of Final Feasibility Report along with action plan	10 days from approval of Stage 2
Stage 4	Submission of the Draft RFP for selection of Agency	20 days from approval of Stage 3
Stage 5	Submission of the Final RFP for selection of Agency	10 days from approval of Stage 4
Stage 6	Evaluation of the Tender Documents and recommendation for the Selected Agency	10 days from tender closing date
Stage 7	Getting the Concession Agreement signed by the selected Agency	10 days from Stage 6

2. Payment Schedule:

Stage	Details of stages	Percentage
Stage 1A	Submission of the Inception Report	5%
Stage 1B	Acceptance of Inception Report by the Authority within 7 working days from the date of submission	5%
Stage 2A	Submission of Draft Feasibility Report by the TA	5%
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Stage 3	Submission of Final Feasibility Report along with action plan by the TA within 7 working days from the date of submission of corrected draft from the Authority	5%
Stage 4A	Submission of Draft RFP by the Agency	5%
Stage 4B	Acceptance of Draft RFP by the Authority within 30 working days of submission	10%
Stage 5A	Submission of the Final RFP for selection of Agency	10%
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Stage 6	Evaluation of the Tender Documents and recommendation for the Selected Agency	20%
Stage 7	Getting the Concession Agreement signed by the selected Agency	20%
	TOTAL	100%

3. The Manpower support that you have to put in place for timely execution of the assignment has to be maintained appropriately.

Subject to acceptance of abovementioned conditions, you are hereby requested to execute a formal agreement with the undersigned within 15 days from the date of issue of this letter of acceptance cum work order, failing which it will be presumed that you are not interested to execute the offer and in that case the work order will be treated as cancelled.

Yours faithfully

Sd/-
(Director)

SUDA-227/2018(Pt.I)/

Date: 07.08.2019

Copy forwarded for kind information to:

The Principal Secretary, UD & MA Department, GoWB

(Director)

Terms of Reference (TOR) for Transaction Adviser

(1) Introduction

Government of West Bengal has taken several steps/initiatives for making all the cities Clean, Green and Beautiful with special emphasis on management of Solid Wastes in Municipal Towns of the State. One of the obligatory functions of the Municipal Bodies is to remove solid waste from the cities under Sections 63, 95B, 260, 273 of the West Bengal Municipal Act, 1993 and corresponding provisions of the statute governing Municipal Corporations in West Bengal. A number of initiatives have been taken by the Urban Development & Municipal Affairs Department to ensure that solid waste are collected by the Municipal Bodies and disposed of scientifically by them. Under Mission Nirmal Bangla, a lot of equipment e.g. garbage bins, compactors, hydraulic tippers and other vehicles, community bins to Municipal Bodies to assist them in systematic collection of garbage from individual holdings, their transportation and stacking before disposal. Land has also been provided through inter departmental transfer to municipal bodies to set up dumping ground cum solid waste processing plants. In some cases these bodies have been permitted to purchase private land for setting up these facilities. The municipal bodies are required to collect waste from individual holdings systematically and transport them regularly to the solid waste disposal facility and get them recycled/processed scientifically. Efforts has been taken by some municipalities to collect waste and process them to the best of their abilities. It is, however, a fact that most municipal bodies do not have the technical capability, financial capacity and managerial competence to handle disposal of solid waste in a scientific manner. As a result, in spite of best intentions and substantial investments, these efforts have not resulted in significant improvement of situation.

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(2) Objectives

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(3) Scope of Work/Description of Task

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- b) Optimum utilization of land for processing plant and sanitary landfill site clubbing URBAN LOCAL BODIES in clusters to make the project financially and technically feasible.
- c) While undertaking the feasibility study, the proposed cluster sites should re-visited for suitable modification, if necessary. For finalization of cluster, STATE URBAN DEVELOPMENT AGENCY should be consulted. The cluster-wise Detailed Feasibility Report, Request for Proposal (concession Request for Proposal for implementation) may be prepared accordingly.
- d) Collection, segregation and transportation of wastes shall be the primary responsibility of URBAN LOCAL BODIES. However the Transaction Advisor will give a comprehensive and holistic mechanism in consultation with the URBAN LOCAL BODIES regarding collection at door step to final disposal.
- e) Incentive on performance for all stakeholders.
- f) A flow chart for disposal of all types of wastes from source up to the processing plant/Landfill to be developed. A clear pictorial representation of the plan should be developed by the TA itself in their report.
- g) Necessary clearances to be obtained from the Department of Environment, West Bengal Pollution Control Board and other regulatory bodies, on behalf of operating agency as and when required as per extent of rules, statutory provisions etc. pertaining to the matter.

- i. Necessary clearances need to be secured by the Concessionaire with assistance from STATE URBAN DEVELOPMENT AGENCY/ other relevant Government Agencies
 - ii. Transaction Advisors are only required to list and specify the clearances required for executing the proposed projects in the given clusters
- h) New technology (i.e. the technology to be adopted in adherence to SWM Rules, 2016) should be backed by necessary certificate/s (Necessary Certification means Pollution Clearance Certificate etc.) from the proper authority (Proper authority means Pollution Control Board and other regulatory authorities.).
 - i) Effective Operation & Management System is to be for at least 20 years.
 - j) Processing and disposal of Legacy waste and reclamation of land is to be incorporated.
 - k) Land for processing plant and sanitary landfill site is to be identified by URBAN LOCAL BODY.
 - l) Reclamation of existing Dumping Grounds, scientific development, beautification etc. of the Dumping Grounds.
 - m) Segregation and processing of recyclable waste as per Solid Waste Management Rules, 2016 is to be ensured effectively.
 - n) Scope of work should be customized on available field data and technology for each cluster/project.
 - o) Implementation of effective and viable model based on national and international best practices.
 - p) Proposal should be inclusive of institutional structures required for implementation of projects and operation & maintenance thereof with private sector financing.
 - q) Key performance indicators to be identified. These are to be linked with schedule of payment to operating agencies.
 - r) Principal objective: Achievement of 100 percent disposal and processing of incoming waste and waste as available in existing dumping site, and to maintain its sustainability.

(4) Assignment for following Proposed Clusters:

Cluster No.	Proposed Cluster
8	Kalyani, Gayeshpur, Halisahar, Haringhata and Kanchrapara Municipalities
9	Ranaghat Municipality, Birnagar Municipality, Taherpur NAA and Coopars Camp NAA,
10	Krishnagar, Nabadwip and Santipur Municipalities



Director SUDA <sbm.wbsuda@gmail.com>

TA support for SWM projects in West Bengal

1 message

Ghosh, Sumouleendra <sumouleendra@kpmg.com>

Wed, Jul 31, 2019 at 7:46 PM

To: Director SUDA <sbm.wbsuda@gmail.com>

Cc: Sujay Mitra <sujay.mitra@gmail.com>, "amitavadas209@gmail.com" <amitavadas209@gmail.com>, Debarati Datta Gupta <debaratidattagupta@gmail.com>, "Paul, Arghya" <arghyapaul@kpmg.com>

Kind Attn: Director, SUDA, Government of West Bengal

Dear Madam,

This refers to our discussion today regarding ongoing initiative of SUDA for engaging Transaction Advisors for planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management support.

We are pleased to know that post our submission of letter dated 16 July 2019, both MA & UD department and Finance Department of Government of West Bengal have approved our engagement as TA for a few clusters as part of this overall initiative and we look forward to working with SUDA.

In today's discussion it came up that you are planning to allocate Durgapur and Asansol as one cluster.

Since, we are currently working as the Transaction Advisor to NMCG for wastewater / STP projects in Durgapur and Asansol cluster, we have recently visited these cities and have developed in-depth understanding of local context, demography and geography of these cities. Based on this understanding, we would like to make the following observations:

- In our view, Durgapur and Asansol are separate municipal corporations with significantly large population base. In fact Asansol Municipal Corporation, post amalgamation of several smaller municipalities with it, currently has more than 100 wards.

- In all likelihood these cities will need to have separate SLF sites and will be treated as separate projects with separate Feasibility reports, RFPs and bid process management.

- In the light of the above we feel that these two cities should be taken up as two separate clusters as part of your program.

We are very keen to take up these two clusters and a few more additional clusters as part of this program. We look forward to hearing from you in this regard.

Best regards

Sumouleendra

Sumouleendra Ghosh

Director

Infrastructure, Government & Healthcare

KPMG Advisory Services Pvt. Ltd.

Godrej Waterside,

Unit No. 604,

6th Floor, Tower - 1, Plot No. 5,

Block - DP, Sector V, Salt Lake,

Kolkata - 700091

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sumouleendra@kpmg.com

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Cluster Inventorization from 3 days Site Visit and also from Discussions with ULB officials

SN	Cluster Name	ULBs Name under the clusters	Relative Distance	Land availability	Re-Clustering Recommendation
1	Kalyani Cluster	Kalyani Gayeshpur, Haringhata, Kanchrapara, Halisahar	Halisahar-Kanchrapara (2 km) Kanchrapara-Kalyani (4 km) Haringhata -Kalyani (15 km) Gayeshpur-Kalyani(8 km)	Kalyani (50 acre) Gayeshpur (9.9 acre) Haringhata (no land) Kanchrapara (4 acre) Halisahar (13 acre)	Cluster formation with all 5 ULBs with centralized facility at Kalyani
2	Ranaghat Cluster	Ranaghat Coopers camp Birnagar Taherpur	Coopers camp-Ranaghat (4 km) Birnagar-Ranaghat (7 km) Taherpur-Birnagar (3 km)	Ranaghat (9 acre land) Coopers camp (no land) Birnagar (1.65 acre land) Taherpur (3 acre land)	Cluster formation with all 4 ULBs with centralized facility at Ranaghat
3	Krishnanagar cluster	Krishnanagar Nabadwip Santipur	Santipur-Krishnanagar (18 km) Nabadwip-Krishnanagar (13 km)	Krishnanagar (16 acre existing disposal) Nabadwip (13 acre existing disposal) Santipur (6.73 acre existing disposal)	Due to long hauling distance, the processing/ treatment is recommended to be undertaken within respective municipalities and the final disposal from all three ULBs should be done at one single SLF for the entire cluster. + Rehabilitation & closure of all three existing disposal sites through bioremediation process and reclamation of the land from those three ULBs.



Sujay Mitra <sujoy.mitra@gmail.com>

Fwd: Clusterization

2 messages

Antara Ray (IN) <antara.ray@pwc.com>
To: Sujay Mitra <sujoy.mitra@gmail.com>

Thu, Aug 1, 2019 at 10:51 AM

Dear Sujay da,

Pl see attachment. We had shared this with Amitava da earlier.

Regards,
Antara

Antara Ray
PwC | Associate Director– Public Sector and Governance, GRID
Mobile: +91 9674007555
Email: antara.ray@pwc.com
PricewaterhouseCoopers Private Limited
Plot No. 56 & 57, Block DN, Sector-V, Salt Lake,
Kolkata – 700091, West Bengal | India

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**Cluster Inventorization from 3 days Site Visit and Discussions with ULB officials.docx**

13K

Antara Ray (IN) <antara.ray@pwc.com>
To: Director SUDA <sbm.wbsuda@gmail.com>

Thu, Aug 1, 2019 at 11:16 AM

Cc: Sujay Mitra <sujoy.mitra@gmail.com>, amitavadas209@gmail.com, Ayan Majumder <am@ess.ind.in>

Dear Ma'am,

Please find attached our observation on clusterisation of Nadia ULBs, as previously discussed.

Accordingly, Kalyani and Ranaghat clusters shown here can have centralised processing and disposal facilities, as envisaged for SWM clusters, and can be taken up at the same cost.

Please however note that for Krishnanagar cluster, Krishnanagar, Nabadwip and Shantipur have substantial distance between them, so although a centralised SLF maybe planned for them, they will need to have their own individual processing facilities, and their 3 existing dumpsites would need closure. This will therefore be more time-taking and involve more surveys and effort than the regular clusters. It may be difficult for us to execute at the same rate as they are almost equivalent to 3 standalone projects.

Would request if you could kindly consider the same.

Regards,
Antara

Antara Ray
PwC | Associate Director– Public Sector and Governance, GRID
Mobile: +91 9674007555
Email: antara.ray@pwc.com
PricewaterhouseCoopers Private Limited

8/1/2019

Gmail - Fwd: Clusterization

Plot No. 56 & 57, Block DN, Sector-V, Salt Lake,
Kolkata – 700091, West Bengal | India



[Quoted text hidden]



Cluster Inventorization from 3 days Site Visit and Discussions with ULB officials.docx
13K

Cluster Inventorization from 3 days Site Visit and also from Discussions with ULB officials

SN	Cluster Name	ULBs Name under the clusters	Relative Distance	Land availability	Re-Clustering Recommendation
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2	Ranaghat Cluster	Ranaghat Coopers camp Birnagar Taherpur	Coopers camp-Ranaghat (4 km) Birnagar-Ranaghat (7 km) Taherpur-Birnagar (3 km)	Ranaghat (9 acre land) Coopers camp (no land) Birnagar (1.65 acre land) Taherpur (3 acre land)	Cluster formation with all 4 ULBs with centralized facility at Ranaghat
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KPMG Advisory Services Private Limited
Unit No. 604
6th Floor, Tower 1, Godrej Waterside
Block - DP, Salt Lake Sector V
Kolkata-700091

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Internet www.in.kpmg.com
Email: indiawebsite@kpmg.com

The Principal Secretary,
Urban Development and Municipal Affairs Department,
Government of West Bengal
Nagarayan, Sector-I, Block: DF-8
Bidhan Nagar, Kolkata-700064

Subject: Request for Proposal (RFP) from the Empanelled Transaction Advisors for Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management for selection of Developers & Operators dated 08.01.2019

Dear Sir,

This is with respect to the captioned subject matter. We, KPMG Advisory Services Private Limited, are empaneled as Transaction Advisors as per Finance Department notification no. 3738 - F(Y) dated 11.06.2018 (Panel B – Urban / Municipal Infrastructure). We had participated in the captioned bid, however we were not the L1 bidder.

We understand that SUDA is now planning to allocate further clusters to the empaneled consultants. In this regard, we understand, that it has already approached the bidders who had won during the first round of the bid process and has offered some clusters at the discovered L1 rate of the first round. In this context, we are keen to provide our services for some of the upcoming clusters by matching the same L1 rate and are ready to work under the same terms and conditions as per your ongoing agreements for the existing clusters.

Yours faithfully,

(Sumouleendra Ghosh)

Director, KPMG Advisory Services Private Limited



✓ Cc: Director, State Urban Development Agency, Government of West Bengal

KPMG Advisory Services Private Limited, an Indian private limited company and a member firm of the KPMG network of independent member firms affiliated with KPMG International Cooperative ("KPMG International"), a Swiss entity.

Registered Office:
Lodha Excelus, 1st Floor, Apollo Mills Compound
N.M. Joshi Marg, Mahalakshmi,
Mumbai – 400 011



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The Principal Secretary,
Urban Development and Municipal Affairs Department,
Government of West Bengal
Nagarayan, Sector-I, Block: DF-8
Bidhan Nagar, Kolkata-700064

Subject: Request for Proposal (RFP) from the Empanelled Transaction Advisors for Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management for selection of Developers & Operators dated 08.01.2019

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We understand that SUDA is now planning to allocate further clusters to the empaneled consultants. In this regard, we understand, that it has already approached the bidders who had won during the first round of the bid process and has offered some clusters at the discovered LI rate of the first round. In this context, we are keen to provide our services for some of the upcoming clusters by matching the same LI rate and are ready to work under the same terms and conditions as per your ongoing agreements for the existing clusters.

Yours faithfully,

(Sumouleendra Ghosh)

Director, KPMG Advisory Services Private Limited



Cc: Director, State Urban Development Agency, Government of West Bengal

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Registered Office:
Lodha Excelus, 1st Floor, Apollo Mills Compound
N.M. Joshi Marg, Mahalakshmi,
Mumbai – 400 011

CONTRACT FOR CONSULTANT'S SERVICES

Project Name: "APPOINTMENT OF TRANSACTION ADVISOR for Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management for selection of Developers & Operators"

**Project Ref.No. STATE URBAN DEVELOPMENT AGENCY-227/2018/1617 Dated:
31.12.2018**

(For Cluster No.3: Ashoknagar-Kalyangarh and Habra)

Memorandum of Agreement for providing service for "Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management for selection of Developers & Operators"

Between

**State Urban Development Agency (STATE URBAN DEVELOPMENT AGENCY),
Department of Urban Development & Municipal Affairs, Government of West Bengal
ILGUS Bhawan, HC Block, Sector-III, Bidhannagar, Kolkata - 700 106**

and

Ernst and Young L.L.P,

Registered office at 22, Camac Street, 3rd Floor Block C, Kolkata- 700016 and office at Golf View Corporate Tower
B, Sector - 42, Sector Road, Gurgaon - 122002

Dated: 09.04.2019



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AA 291853

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is made on this 9th day of April, 2019

BETWEEN

the State Urban Development Agency, Urban Development and Municipal Affairs Department, Government of West Bengal acting through the Director (hereinafter referred to as the "Authority") which expression shall where the context so admits, includes his successors in office and assigns on the One Part,

AND

Ernst and Young LLP, a limited liability partnership with LLP Identity Number AAB-4343 within the meaning of the Limited Liability Partnership Act, 2008 (erstwhile Ernst & Young Private Limited, a company with registration no. U74120WB2008PTC121768) and having its registered office at 22, Camac Street, 3rd Floor Block C, Kolkata- 700016 and office at Golf View Corporate Tower B, Sector - 42, Sector Road, Gurgaon - 122002 through Ernst & Young LLP's authorized signatory Abhaya Krishna Agarwal (hereinafter called the "Consultants") which expression shall where the context so admits, includes his successors in office and assigns on the Other Part.

2

Director.

State Urban Development Agency

WHEREAS

- (A) STATE URBAN DEVELOPMENT AGENCY has invited tenders for empanelled transaction advisor firms, enlisted by the Finance Department (PPP cell), Government of West Bengal, vide no.3738 F(Y) dated 11-06-2018 for Appointment of Transaction Advisor for Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management for selection of Developers and Operators, through No. STATE URBAN DEVELOPMENT AGENCY-227/2018/1617, dated 31.12.2018 and subsequently revised through RFP No. STATE URBAN DEVELOPMENT AGENCY-227/2018/1760 dated 18.01.2019 and subsequent corrigendum No. STATE URBAN DEVELOPMENT AGENCY - 227/2018/1796 dated 25.01.2019 (hereinafter called the "services"); followed by
- (B) **Ernst and Young L.L.P**, Registered office at 22, Camac Street, 3rd Floor Block C, Kolkata-700016 and office at Golf View Corporate Tower B, Sector – 42, Sector Road, Gurgaon – 122002 being the successful consultant for the Cluster No.3: Ashoknagar-Kalyangarh and Habra and have agreed to provide the services for a consideration of **Rs. 28,93,684/-** (Rs. Twenty Eight Lakh Ninety Three Thousand Six hundred and Eighty Four only) by entering into the contract;
- (C) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award vide no. STATE URBAN DEVELOPMENT AGENCY-227/2018/1898 dated 12.02.2019 (the "**LETTER OF ASSOCIATION**"); and
- (D) in pursuance of the **LETTER OF ASSOCIATION**, the parties have agreed to enter into this Agreement.

NOW THEREFORE the parties hereto hereby agree as follows: -

The following documents attached here to (Schedule A and B) shall be deemed to form an integral part of this Agreement:

Schedule-A:

1. Main RFP
2. Revised RFP (including the TORs)
3. RFP Corrigendum
4. **LETTER OF ASSOCIATION.**

Schedule-B:

5. Appendix A: COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF AGREEMENT
6. Appendix B: Terms of Reference
7. Appendix C: Key personnel details
8. Appendix D: Time Schedule for Deliverables
9. Appendix E: Working arrangement and items to be provided by STATE URBAN DEVELOPMENT AGENCY
10. Appendix F: Price
11. Appendix G: Payment schedule/arrangement
12. Appendix-H: OBLIGATIONS OF THE CONSULTANT AND AUTHORITY
13. Appendix-I: FAIRNESS AND GOOD FAITH



The mutual rights and obligations of the Authority and the Consultants are set forth in this Agreement; in particular:


- (a) The Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) The Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as on the day and the year written above.

FOR AND ON BEHALF OF State Urban Development Agency, Urban Development and Municipal Affairs Department, Government of West Bengal

By 
Director
State Urban Development Agency
(Authorised Representative)

FOR AND ON BEHALF OF
ERNST AND YOUNG LLP

By 
(Authorised Representative)

Witnesses

1) AMITAVA DAS 

2)

CONSULTANT

STATE URBAN DEVELOPMENT AGENCY

CONDITIONS OF AGREEMENT

1. GENERAL PROVISIONS

1.1 Definitions:

Unless the context otherwise requires, the following term whenever used in this Agreement have following meanings:

- a) "Applicable Law" means the laws and any other instruments having the force of law in the India and the State of West Bengal as they may be issued and in force from time to time;
- b) "Agreement" means the Agreement signed by the Parties, together with all documents/ Appendices attached hereto and includes all modifications made in term of the Provisions of Clause 2 hereof;
- c) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- d) "Authority" means "State Urban Development Agency, Urban Development and Municipal Affairs Department, Government of West Bengal" ;
- e) "Consultant" means and includes sub-consultant and their Personnel, if any, engaged for carrying out of Services under this Agreement;
- f) "Currency" means the Indian Rupees;
- g) "Key personnel" means the personnel referred to in Clause 4.
- h) "Personnel" means persons hired by the Consultants or by any sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- i) "Party" means the Authority or the Consultants, as the case may be, and Parties means both of them;
- j) "Services" shall have the meaning ascribed to it in the RFP and *Term of Reference (TOR)* as set forth in APPENDIX-B hereto;

1.2 Law Governing Agreement

This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Agreement has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Agreement.

1.4 Headings

The Headings shall not limit, alter or affect the meaning of this Agreement.

1.5 Notices

1.5.1 Any notice, request or consent required or permitted to be given or made

pursuant to this Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, speed post, Telegram, facsimile or email to such Party at the addresses specified hereunder: -

Authority: State Urban Development Agency, Urban Development and Municipal Affairs Department, Government of West Bengal, ILGUS Bhawan, HC Block, Sector-III, Bidhannagar, Kolkata – 700106, West Bengal.

Attention: Debarati Dutta Gupta, SUDA Director

Phone: 033 2358 6403/5767

E-mail: sbm.wbsuda@gmail.com

Facsimile: 033 2358 6408

Consultants: Ernst & Young LLP, 3rd & 6th Floor, Worldmark-1, IGI Airport Hospitality District, Aerocity, New Delhi - 110037, India

Attention: Abhaya Krishna Agarwal, Partner, Infrastructure and PPP, Government and Transaction Advisory Services

E-mail: abhaya.agarwal@in.ey.com

Telex: +91 9871693342

Facsimile: +91 116 623 3060

1.5.2 Notice will be deemed to be effective as follows:

The notice shall be deemed to be effective in the manner and at time as specified as follows:

- (a) In the case of personal delivery, speed post or registered mail, on delivery;
- (b) In the case of telexes, telegrams and facsimiles 24 hours following confirmed transmission;

1.6 Location:

The Services shall be performed in consultation with State Urban Development Agency, West Bengal to the Urban Local Bodies falling under cluster in State of West Bengal. However, it is not be mandatory for the key personnel of the Consultants to be stationed at the Authority office though it is preferable that the Transaction Advisor should have office setup at Kolkata for ease of interaction and they should be readily available.

1.7 Authorised Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Agreement by the Authority or the Consultants may be taken or executed by the officials as under:



For the Authority: Debarati Dutta Gupta, SUDA Director,
ILGUS Bhawan, HC Block, Sector-III, Bidhannagar,
Kolkata – 700106, West Bengal.

Phone: 033 2358 6403/5767

E-mail: sbm.wbsuda@gmail.com

Facsimile: 033 2358 6408

For the Consultant: Abhaya Krishna Agarwal, Partner, Infrastructure and
PPP, Government and Transaction Advisory Services,
3rd & 6th Floor, Worldmark-1, IGI Airport Hospitality
District, Aerocity, New Delhi - 110037, India

Phone: +91 9871693342

E-mail: abhaya.agarwal@in.ey.com

Facsimile: +91 116 623 3060

1.8 Taxes and Duties

The Consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this Agreement and the Authority shall perform such duties in regard to the deduction of such tax as may be lawfully imposed. Irrespective of the aforesaid, the payment to be made hereunder by the Authority shall be made net off applicable GST (at prevailing rates notified under Applicable Laws from time to time), which Authority shall pay over and above the fee payable hereunder.

- 1.9 The conditions shown in letter of invitation, term of reference, and RFP, and financial offers shall be deemed to be incorporated and form part of this Agreement by reference.

Schedule-A

1. Main RFP (Annexure-1)
2. Revised RFP (including the TORs) (Annexure-2)
3. RFP Corrigendum(Annexure-3)
4. LETTER OF ASSOCIATION. (Annexure-4)

Director.
State Urban Development Agency

Schedule-B

Appendix-A

1. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF AGREEMENT

1.1 Effectiveness of Agreement

This Agreement shall come into force on the date of signing the Agreement.

1.2 Commencement of Services

The Consultants shall begin carrying out the Services within 15 days from the date of signing of the Agreement. If the Consultant fails to either acknowledge the LETTER OF ASSOCIATION or commence the assignment as specified herein, save and except for delays caused because of Force Majeure or Authority's breach, the LETTER OF ASSOCIATION shall stand automatically terminated, the earnest money of the bidder shall stand forfeited and in such a situation the authority shall be entitled to proceed with the matter as it deem fit.

1.3 Expiration of Agreement

Unless terminated earlier pursuant to Clause 1.9 hereof, the Agreement shall, subject to the conditions of Appendix-G of this Agreement and other terms hereof, expire upon completion of Services by the Consultant.

1.4 Liability of Parties

This Agreement contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either Party has authority to make, and the Parties shall not bound by or be liable for, any statement, representation, promise or Agreement not set forth herein.

1.5 Modification

Modifications of the terms and conditions of this Agreement, including any modification of the scope of the Services, may be made only by written Agreement between the parties upon mutual consent.

1.6 Force Majeure

1.6.1 Definition: -

- (a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, war, riot, Civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockout or other industrial action are within the power of the party invoking force majeure to prevent, confiscation or any other action by Government agencies.



- (b) Force Majeure shall not include
- (i) Any event which is caused by the negligence or intentional action of a party or such party's sub-consultant or agent or employees, nor
 - (ii) Any event which a diligent party could reasonably have been expected to both (a) take into account at the time of the conclusion of this Agreement and (b) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

1.6.2 No Breach of Agreement

The failure of a Party to fulfill any of its obligations hereunder 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 the Party affected by such an event has taken all reasonable precautions, due and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

1.6.3 Consultation

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

1.6.4 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.

1.6.5 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of Services and in reactivating the Services after the end of such period.

1.7 **Suspension**

The Authority by written notice of suspension to the Consultants, may suspend all payments to the Consultants hereunder, if the Consultants fail to perform any of their obligations under this Agreement, including the carrying out of the Services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall request the Consultants to remedy such failure within a period not exceeding fifteen (15) days after receipt by the Consultants of such notice of suspension.

- 1.8 The Authority for any reasons beyond his reasonable control, may ask the Consultant to suspend whole or part of the Services for such time till the reasons are removed or settled. The extra time period of such duration may be granted as time extension on the original terms and conditions

1.9 **Termination**

1.9.1 By the Authority

The Authority, may by not less than fifteen (15) days written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (c) of this Clause, terminate this Agreement:

- a) If the Consultants fail to remedy the failure in the performance of their obligations hereunder, as specified in a notice within fifteen (15) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently approved in writing;
- e) If as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- c) If the Consultants fails to provide Services as per Agreement.

1.9.2 The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Authority if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable laws or professional obligations. In that case the consultant shall give a notice 30 days before of such termination to the Authority.

1.9.3 Authority, in its sole discretion and for any reason whatsoever, may terminate this Agreement, after giving 15 days of notice to the Consultant..

1.9.4 Cessation of Rights and Obligations

Upon termination of this Agreement pursuant to *Clauses 1.2 or 1.9* hereof, or upon expiration of this Agreement pursuant to concerned provision of this Agreement hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (i) Such rights and obligations as may have accrued on the date of termination or expiration,
- (ii) The obligation of confidentiality set forth in concerned of this Agreement hereof, and



(v) Any right, which a party may have under the Applicable Law.

1.9.5 Cessation of Services

Upon termination of this Agreement by notice of either to the other pursuant to Clauses 1.9.1 or 1.9.2 of this Agreement hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum with respect to documents prepared by the Consultants and equipment and materials furnished by the Authority, the Consultants shall proceed as provided, respectively, by concerned provision of this Agreement hereof.

1.9.6 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 1.9.1 or 1.9.2 of this Agreement hereof, the Authority shall make the payment of Consultant Fee pursuant to Appendix-G of this Agreement hereof for Services performed prior to the effective date of termination to the Consultants (after offsetting against these payments any amount that may be due from the Consultants to the Authority).

1.9.7 Disputes about Events of Termination

If Consultant disputes whether an event specified in paragraphs (a) to (c) Clause 1.9.1 of this Agreement has occurred, he may within forty five (45) days after receipt of notice of termination from the employer, refer the matter to arbitration under this Agreement.

Appendix-B

Terms of Reference (TOR) for Transaction Adviser

(1) Introduction

Government of West Bengal has taken several steps/initiatives for making all the cities Clean, Green and Beautiful with special emphasis on management of Solid Wastes in Municipal Towns of the State. One of the obligatory functions of the Municipal Bodies is to remove solid waste from the cities under Sections 63, 95B, 260, 273 of the West Bengal Municipal Act, 1993 and corresponding provisions of the statute governing Municipal Corporations in West Bengal. A number of initiatives have been taken by the Urban Development & Municipal Affairs Department to ensure that solid waste are collected by the Municipal Bodies and disposed of scientifically by them. Under Mission Nirmal Bangla, a lot of equipment *e.g.* garbage bins, compactors, hydraulic tippers and other vehicles, community bins to Municipal Bodies to assist them in systematic collection of garbage from individual holdings, their transportation and stacking before disposal. Land has also been provided through inter departmental transfer to municipal bodies to set up dumping ground cum solid waste processing plants. In some cases these bodies have been permitted to purchase private land for setting up these facilities. The municipal bodies are required to collect waste from individual holdings systematically and transport them regularly to the solid waste disposal facility and get them recycled/processed scientifically. Efforts has been taken by some municipalities to collect waste and process them to the best of their abilities. It is, however, a fact that most municipal bodies do not have the technical capability, financial capacity and managerial competence to handle disposal of solid waste in a scientific manner. As a result, in spite of best intentions and substantial investments, these efforts have not resulted in significant improvement of situation.



Director,

State Urban Development Agency

In the light of importance given to scientific collection and disposal of solid waste, a large number of legislations and guidelines have been issued by different authorities from time to time. Some of these are:

- 1) Solid Waste Management Rules 2016 framed by Government of India
- 2) Policy and Strategy on Solid Waste Management for Urban Areas of West Bengal made in 2017
- 3) Plastics Waste Management Rules 2016 framed by Government of India
- 4) Policy and Strategy on Plastics Waste Management for Urban Areas of West Bengal made in 2017
- 5) Amendment of the West Bengal Municipal Act 1993 incorporating the provisions for banning using plastic bags below 50 microns.
- 6) State Government Order to all the Urban Local Bodies to regularly remove Solid Wastes from all the Hospitals in their jurisdiction and accordingly make special arrangement for removal of solid waste generated at Hospital.
- 7) Guideline of Ministry of Housing & Urban Affairs, Government of India on Implementation of Solid Waste Management by Bulk Solid Waste Generators.

The present state of solid waste disposal in urban areas involves awareness generation among the population, expectation of segregation of source, door to door collection by the municipal bodies, intermediate storage of such collected waste, segregation at intermediate storage points, ultimate transportation to the disposal ground and segregation, recycling, processing (Bio-gas, RDF, compost) and finally landfill with the residue. While the municipalities in many cases are able to carry out the first three functions reasonably and effectively given appropriate support, the final steps, viz. collection of solid waste from intermediate transit points to their final processing and landfill may not be effectively carried out by the municipal bodies at their current level of resources and competence.

The Urban Development & Municipal Affairs (UD&MA) Department through Kolkata Metropolitan Development Authority (KMDA) and Municipal Engineering Directorate (MED) are developing landfill sites and solid waste processing facilities (compost plants and Biogas energy plants) in different municipalities based on this model.

However, segregation of solid waste, their processing to either to produce compost or Refuse Derived Fuel(RDF) or Bio-gas, their marketing, recycling of waste processing of construction and demolition waste, a remediation of legacy waste, management of landfill site, all of these are technically and managerially complex functions. The experience across cities in India and abroad shows that these functions are best carried out by technically and financially competent agencies. Such agencies are seen to be running successful plants in many Indian cities e.g. Hyderabad, Bangalore, Panaji, Indore, Bhopal, Surat etc.

In this light, State Government has decided to appoint **Transaction Advisor for Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management** for selection of Developers and Operators

(2) Objectives

The objective of engaging a Transaction Advisor is for **Assisting the State Government for**

Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management for selection of Developers and Operators

(3) Scope of Work/Description of Task

3.1. The broad responsibilities of the Transaction Adviser are summarized as follows:

- (a) Carry out feasibility study of the project in all respect including techno economic viability of existing cluster /proposed cluster of municipal bodies.
- (b) Preparation of Detailed Feasibility Report for Integrated Solid Waste Management for the municipal bodies involved in this project. The Feasibility Report must cover all ambits of municipal solid waste management from door to door collection, primary/secondary transportation (if required), requirement of transfer stations (if any), processing facility and disposal of inert. Costing of this will also be included in the report.
- (c) Drafting of Request for Proposal (RFP) for selection of competent agency for carriage (as required) and processing of waste for the cluster.
- (d) Assisting Solid Waste Management (SWM) Cell in managing the bid process including evaluation of bids and for selection of successful agency for the cluster.
- (e) Drafting of Tripartite Agreement between Municipal Bodies in the Cluster, the SWM Cell of the Department and the Selected Agency.

3.2. The Transaction Advisor shall keep the following in view in the discharge of the above responsibilities:

- (a) Consultation with Urban Development and Municipal Affairs Department, STATE URBAN DEVELOPMENT AGENCY, URBAN LOCAL BODIES, Development Authorities and other stakeholders to identify and conceptualize/develop projects for Solid Waste Management through cluster/standalone approach.
- (b) Detailed Technical Feasibility Report should be developed from the primary collection stage up to the final processing and disposal of all types of solid waste. A comprehensive Technical Feasibility Report indicating each stages of waste management i.e. primary Door to Door collection of segregated waste, mode of transportation, setting up of transfer station wherever feasible and disposal of Solid Waste as per provision of SWM Rules, 2016 are to be followed.
- (c) The Detailed Project Report for all ongoing projects should incorporate all capital investment already made and existing infrastructure should be considered optimally.
- (d) The Detailed Technical Feasibility Report should be flexible with regard to technology for processing of waste and sanitary landfill. Transaction Advisors should provide the broad contours of the project indicating performance parameters considering land constraints and other limitations, if any, within which concessionaires are free and flexible to choose technology of choice.
- (e) It is preferable that the Transaction Advisor should have office setup at Kolkata for ease of interaction and should be available as and when required by the Authority.
- (f) Projects should be structured under appropriate Public Private Partnership mode to enable optimum utilization of the investments already made in Solid Waste Management projects. Innovative business and commercial practices such as commercial sale of products, levy of user charges/ fee etc., as appropriate under the applicable laws should be incorporated in the Detailed Technical Feasibility Report.
- (g) Transaction Advisor is to undertake visits to acclaim projects in other states and study

best practices. In the financial proposal Transaction Advisor may incorporate the travel expenses and related incidental charges for visit to other States to see the best practices considering visit at least in two such cities with two experts from the team.

- 3.3. The Transaction Advisor shall prepare bid documents (RFP, Concession Agreement *etc.*) and manage bid process upto signing of Concession Agreement; while doing so the following objectives shall have to be addressed.
- (a) Optimum utilization of existing infrastructure of Solid Wastes in the URBAN LOCAL BODIES and in conformity with policy of Government of West Bengal.
 - (b) Optimum utilization of land for processing plant and sanitary landfill site clubbing URBAN LOCAL BODIES in clusters to make the project financially and technically feasible.
 - (c) While undertaking the feasibility study, the proposed cluster sites should re-visited for suitable modification, if necessary. For finalization of cluster, STATE URBAN DEVELOPMENT AGENCY should be consulted. The cluster-wise Detailed Feasibility Report, Request for Proposal (concession Request for Proposal for implementation) may be prepared accordingly.
 - (d) Collection, segregation and transportation of wastes shall be the primary responsibility of URBAN LOCAL BODIES. However the Transaction Advisor will give a comprehensive and holistic mechanism in consultation with the URBAN LOCAL BODIES regarding collection at door step to final disposal.
 - (e) Incentive on performance for all stakeholders.
 - (f) A flow chart for disposal of all types of wastes from source up to the processing plant/Landfill to be developed. A clear pictorial representation of the plan should be developed by the TA itself in their report.
 - (g) Necessary clearances to be obtained from the Department of Environment, West Bengal Pollution Control Board and other regulatory bodies, on behalf of operating agency as and when required as per extent of rules, statutory provisions etc. pertaining to the matter.
 - i. Necessary clearances need to be secured by the Concessionaire with assistance from STATE URBAN DEVELOPMENT AGENCY/ other relevant Government Agencies
 - ii. Transaction Advisors are only required to list and specify the clearances required for executing the proposed projects in the given clusters
 - (h) New technology (i.e. the technology to be adopted in adherence to SWM Rules, 2016) should be backed by necessary certificate/s (Necessary Certification means Pollution Clearance Certificate etc.) from the proper authority (Proper authority means Pollution Control Board and other regulatory authorities.).
 - (i) Effective Operation & Management System is to be for at least 20 years.
 - (j) Processing and disposal of Legacy waste and reclamation of land is to be incorporated.
 - (k) Land for processing plant and sanitary landfill site is to be identified by URBAN LOCAL BODY.
 - (l) Reclamation of existing Dumping Grounds, scientific development, beautification etc. of the Dumping Grounds.
 - (m) Segregation and processing of recyclable waste as per Solid Waste Management Rules,

2016 is to be ensured effectively.

- (n) Scope of work should be customized on available field data and technology for each cluster/project.
- (o) Implementation of effective and viable model based on national and international best practices.
- (p) Proposal should be inclusive of institutional structures required for implementation of projects and operation & maintenance thereof with private sector financing.
- (q) Key performance indicators to be identified. These are to be linked with schedule of payment to operating agencies.
- (r) Principal objective: Achievement of 100 percent disposal and processing of incoming waste and waste as available in existing dumping site, and to maintain its sustainability.

(4) Assignment for following Proposed Cluster:

Cluster No.	Proposed URBAN LOCAL BODYs
3	Ashoknagar-Kalyangarh and Habra

Appendix-C

Key Personnel Details:

It is envisaged that the assignment will be undertaken by the team proposed by the Transaction Advisor at the time of submission their Bid documents as detailed below:

SI No.	Position	Name of the Expert
1	Team Leader	Abhaya Agarwal
2	Solid Waste Management Specialist	Puneet Babbar
3	PPP Specialist	Gyan Misra
4	Financial Analyst	Gurvinder Singh
5	Legal Consultant	Legal firm to be engaged case to case basis



Director.
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Appendix-D

(1) Deliverables

Stage	Activity	Time Allocated *
Stage 1	Submission of the Inception Report	10 days from the date of commencement.
Stage 2	Submission of Draft Feasibility Report	45 days from the Stage 1
Stage 3	Submission of Final Feasibility Report along with action plan	10 days from approval of Stage 2
Stage 4	Submission of the Draft RFP for selection of Agency	20 days from approval of Stage 3
Stage 5	Submission of the Final RFP for selection of Agency	10 days from approval of Stage 4
Stage 6	Evaluation of the Tender Documents and recommendation for the Selected Agency	10 days from tender closing date
Stage 7	Getting the Concession Agreement signed by the selected Agency	10 days from Stage 6

A Fortnightly meeting will be held where the progress of the assignment will be reviewed against the progress submitted by the Transaction Advisor.

Appendix-E

(1) Working arrangement:

The assignment will be contracted by Director, State Urban Development Agency, West Bengal. URBAN LOCAL BODY/s will nominate an officer to liaison with the Transaction Advisor Team.

(2) Items to be provided by the STATE URBAN DEVELOPMENT AGENCY:

All the data will be provided by STATE URBAN DEVELOPMENT AGENCY and URBAN LOCAL BODY to the Transaction Advisor and for that Transaction Advisor should inform the requirement of requisite data to the office of STATE URBAN DEVELOPMENT AGENCY. However certain datas are to be collected by the Transaction Advisor during their Field Study if it is not readily available with STATE URBAN DEVELOPMENT AGENCY/ URBAN LOCAL BODY.

It is to say that with regards to topographical survey, geotechnical investigation, leachate quality analysis, ground & surface water quality analysis, waste characterization survey etc shall be under the scope of Transaction Advisor consultant where STATE URBAN DEVELOPMENT AGENCY/Kolkata Metropolitan Development Authority/Municipal Engineering Directorate will extend full support.

(3) Items to be provided by the Transaction Advisor:

The Transaction Advisor shall organize and provide for:

- Transportation and travelling requirement of their personnel for visit to URBAN LOCAL BODIES, designated sites and any other place for completion of the assignment
- Expenses towards accommodation for various visits mentioned above will also be borne by the Transaction Advisor.
- Any other expenses as required for completion of assignment.

Appendix-F

The contract price of **Rs. 28,93,684/-** (Rupees Twenty Eight Lakh Ninety Three Thousand and Six hundred and Eighty Four only) shall remain fixed and firm during the period of contract excluding Goods and Service Tax. The Authority shall pay GST in the prevailing rate.

Appendix-G

Payment Schedule/Arrangement

Stage	Details of stages	Percentage
Stage 1A	Submission of the Inception Report	5%
Stage 1B	Acceptance of Inception Report by the Authority within 7 working days from the date of submission	5%
Stage 2A	Submission of Draft Feasibility Report by the TA	5%
Stage 2B	Acceptance of Draft Feasibility Report, by the Authority within 7 working days from the date of submission	5%
Stage 3	Submission of Final Feasibility Report along with action plan by the TA within 7 working days from the date of submission of corrected draft from the Authority	5%
Stage 4A	Submission of Draft RFP by the Agency	5%
Stage 4B	Acceptance of Draft RFP by the Authority within 30 working days of submission	10%
Stage 5A	Submission of the Final RFP for selection of Agency	10%
Stage 5B	Acceptance of the Final RFP by the Authority within 30 working days of submission	10%
Stage 6	Evaluation of the Tender Documents and recommendation for the Selected Agency	20%
Stage 7	Getting the Concession Agreement signed by the selected Agency	20%
	TOTAL	100%

STATE URBAN DEVELOPMENT AGENCY shall review and monitor the progress of the assignment. On acceptance of the report against each milestone by the Director, STATE URBAN DEVELOPMENT AGENCY, payment will be released subject to deduction of taxes, as applicable.

(a) If the Agreement duration gets reduced due to Termination or any other reason that is not attributable to the Consultant, Consultant shall be entitled to:

(i) the payment of the Consultant Fee for Services performed prior to the effective

date of such termination (after offsetting against these payments any amount that may be due from the Consultants to the Authority); and

- (ii) release of the performance security by the Authority to the Consultant.
- (b) Notwithstanding anything contrary contained in this Agreement, if project gets delayed beyond period of twelve (12) months from commencement date for any reason(s) not attributable to the Consultant, the Consultant shall be entitled to terminate the Agreement without any liability/cost thereof. Upon such exit, the Consultant shall be entitled to:
- (i) the payment of the Consultant Fee for Services performed prior to the effective date of such termination (after offsetting against these payments any amount that may be due from the Consultants to the Authority); and
 - (ii) release of the performance security by the Authority to the Consultant.
- (c) All payments made hereunder shall be net off and be paid by Authority along with applicable GST as per prevailing rates notified under Applicable Laws.

Currency of Payment

Except as may be otherwise agreed between the Authority and the Consultants all payments under this Agreement shall be made in Indian Rupees only. The payments shall be made by Cheques / Demand Draft or electronic transfer to designated account of Consultant.

Mode of Billing and Payment

The billing and payment in respect of Services shall be made as follows:

- (a) As soon as practicable and not later than the fifteen (15) days after the completion of each stage, during the period of Services, the Consultant shall submit to Authority in duplicate a bill for payment.
- (b) The Authority shall cause the payment to the Consultant periodically as given above within ten (10) days after the receipt by the Consultant's bills.
- (c) All running payments shall be treated as interim payments subject to adjustment on the finalization of Agreement.

Recovery

Any sum falling due or any loss caused due to this Agreement shall be recoverable by the Authority from the Consultant's performance security and balance as if it were arrears of land revenue.

Performance Security means 10% of total Consultant Fee in the form of Bank Guarantee of any recognized bank in India in favour of the Authority to be submitted by the Consultant within 15 days from signing of the Agreement. Bank Guarantee should remain valid till the Agreement continues to be in force.




Director.
State Urban Development Agency

Appendix-H

OBLIGATIONS OF THE CONSULTANTS

1.1 General

1.1.1 Standard of Performance

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence and efficiency, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-consultants or Third Parties.

1.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants, as well as any personnel of the Consultant and/or sub-consultants and agents, comply with the Applicable Law time being in force. The Authority shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notice, respect such customs.

1.2 Conflict of Interests

1.2.1 Consultants not to benefit from Commissions, discounts etc.

The remuneration of the Consultants pursuant to Appendix-G of this Agreement hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and subject to relevant provision of this Agreement hereof, the Consultants shall not accept for their own benefit any commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any of the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

1.2.2 Procurement Rules

If the Consultants, as part of the Services, have the responsibility of advising the Authority on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines applicable in the State of West Bengal and shall at all times perform such responsibility in the best interest of the Authority. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Authority.

1.2.3 Consultants and Affiliates not to engage in certain activities



The Consultants agree that, during the term of this Agreement and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any sub-consultant and any entity affiliated with such sub-consultant, shall be disqualified from providing goods, works or Services (other than the Services and any continuation thereof) for any Project resulting to the Services.

1.2.4 Prohibition of Conflicting Activities

The Consultants shall not engage and shall cause their personnel as well as Sub-consultants and their Personnel not to engage, either directly or indirectly during the term of this Agreement, any business or professional activities in the State of West Bengal, which would conflict, with the activities assigned to them under this Agreement.

1.3 Confidentiality

The Consultants, their sub-consultants and the personnel of either of them shall not, either during the term or within 6 (six) months after the expiration of this Agreement, disclose any proprietary or confidential information relating to the project, the Services, this Agreement or the Authority's business or operations without the prior written consent of the Authority.

1.4 Liability of the Consultants

1.4.1 Subject to additional provisions, if any, set forth in this Agreement, Consultant's liability under this Agreement shall be as provided by the Applicable Law.

1.4.2 The Consultant shall, subject to the limitation specified provisions of this agreement, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

1.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority, shall not be liable to the Authority:

(i) for any indirect or consequential loss or damage; and

(ii) for any direct loss or damage that exceeds the Consultant Fee actually paid for the Services.

1.5 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof.

1.6 Consultant's Actions requiring Authority's prior Approval

The Consultants shall obtain the Authority's prior approval in writing before changing key personnel. The key personnel shall be available as per the requirement of fulfilment of Services. However, it shall not be mandatory for the key personnel of the Consultants to be stationed at the Authority location but will be available before the Authority as and when required.

