

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.

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.

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.
- 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;

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.

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 publicly to identify the Authority as a Authority in connection with specific Services or otherwise.

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, 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.



Witness:

Authorised Representative

BY



FOR AND ON BEHALF OF THE CONSULTANTS

Witness: AMITAVA DAS

Authorised Representative
Director,
State Urban Development Agency

BY



FOR AND ON BEHALF OF THE AUTHORITY



Director SUDA <sbm.wbsuda@gmail.com>

Planning of cluster based SWM projects in SUDA West Bengal

1 message

Puneet Babbar <Puneet.Babbar@in.ey.com>

Tue, Jul 9, 2019 at 2:09 PM

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

Cc: AMITAVA DAS <amitavadas209@gmail.com>, Abhaya K Agarwal <abhaya.agarwal@in.ey.com>, Gurvinder Singh <Gurvinder.Singh@in.ey.com>

Respected Madam,

With reference to the meeting held at SUDA on 5 July 2019 regarding transaction advisory work of new cluster i.e. Durgapur-Asansol, we hereby accept to execute the assignment with same scope of work and consultancy fee on which LoA was awarded earlier dated: 12 February 2019 by SUDA for Custer 1, 3 and 4.

In view of above, the fee for new cluster will be INR 28,93,684. (Twenty Eight Lakhs Ninety Three Thousand Six Hundred and Eighty Four only).

Warm regards
Puneet Babbar
AVP, EY LLP

The information contained in this communication is intended solely for the use of the individual or entity to whom it is addressed and others authorized to receive it. It may contain confidential or legally privileged information. If you are not the intended recipient you are hereby notified that any disclosure, copying, distribution or taking any action in reliance on the contents of this information is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by responding to this email and then delete it from your system. The firm is neither liable for the proper and complete transmission of the information contained in this communication nor for any delay in its receipt.



Director SUDA <sbm.wbsuda@gmail.com>

Willingness to undertake SWM TA in additional clusters

1 message

Antara Ray (IN) <antara.ray@pwc.com>

Tue, Jul 9, 2019 at 2:12 PM

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

Cc: "Shivanshu Chauhan (IN)" <shivanshu.chauhan@pwc.com>, "Nidish Nair (IN)" <nidish.nair@pwc.com>, "Rahul Mallik (IN)" <rahul.mallik@pwc.com>, "Rupayan Dutta (IN)" <rupayan.dutta@pwc.com>

Dear Ma'am, Sirs,


As per our discussion yesterday, we would like to reaffirm our interest in taking up SWM TA for 3 additional clusters in SUDA on the same terms and conditions as our existing contract.

I am attaching the letter we had shared earlier to confirm the same.

Many thanks for this opportunity and with kind 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

The information transmitted, including any attachments, is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited, and all liability arising therefrom is disclaimed. If you received this in error, please contact the sender and delete the material from any computer.

 Letter PwC to SUDA reg SWM TA clusters.pdf
56K



3-April 2019

To
Director - State Urban Development Agency
Government of West Bengal
Kolkata

Ref: SWM TA agreement for Cluster 2

Dear Ma'am,

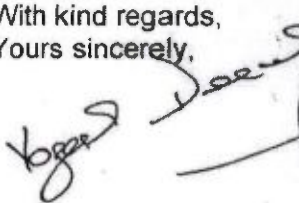

We would like to thank you for giving us the opportunity to provide transaction advisory services for Solid Waste Management for Cluster 2. We are in receipt of the minutes of the meeting held at Nagarayan on 2nd April regarding the contracting for this cluster and are in agreement with the points mentioned therein.

As discussed in the meeting, we would like to express our interest to undertake SWM transaction advisory for additional clusters, on same terms and conditions as our present contract.

To this effect, we would like to reaffirm our willingness and confidence on undertaking SWM TA additional clusters. We have additional manpower to undertake these tasks and would be able to mobilise them immediately to deliver best feasible solutions within the stipulated timelines.

We look forward to hearing from you.

With kind regards,
Yours sincerely,

Yogesh Daruka
Partner-PricewaterhouseCoopers Pvt Ltd

PricewaterhouseCoopers Pvt. Ltd., Plot No. 56 & 57, Block DN, Sector - V, Salt Lake, Kolkata - 700 091, India
T: +91 (33) 44001111 / 44662000, www.pwc.com/india

CIN : U74140WB1983PTC036093
Registered Office : Plot No. Y-14, Block EP, Sector V, Salt Lake, Kolkata 700 091

SUBIR

From: AMITAVA DAS [amitavadas209@gmail.com]
Sent: 05 April 2019 5.33 PM
To: kuspcmu@gmail.com
Subject: Fwd: Feedback on Site Visit: RFP for Selection of Transaction Advisor for Solid Waste Management: Phase 2

----- Forwarded message -----

From: Director SUDA <sbm.wbsuda@gmail.com>
Date: Wed, Apr 3, 2019 at 4:13 PM
Subject: Fwd: Feedback on Site Visit: RFP for Selection of Transaction Advisor for Solid Waste Management: Phase 2
To: Debarati Datta Gupta <debaratidattagupta@gmail.com>, <santanu.mkj@gmail.com>, <amitavadas209@gmail.com>, <bkpal.suda@gmail.com>

----- Forwarded message -----

From: Gyan P Misra <Gyan.Misra@in.ey.com>
Date: Fri, Mar 22, 2019 at 1:26 PM
Subject: Feedback on Site Visit: RFP for Selection of Transaction Advisor for Solid Waste Management: Phase 2
To: Director SUDA <sbm.wbsuda@gmail.com>
Cc: amitavadas209@gmail.com <amitavadas209@gmail.com>, sujay.mitra@gmail.com <sujay.mitra@gmail.com>, Puneet Babbar <Puneet.Babbar@in.ey.com>

Dear Madam,

Please refer to the subject ongoing bid and our request to facilitate visit to the clusters included in the current bid. SUDA facilitated visits to the four clusters as under:

1. Clusters 2, 3 and 4: 14th and 15th March 2019.
2. Cluster 1 (North Bengal): 16th March 2019.

Due to some unavoidable circumstances our representative could not visit Cluster 1, however I visited Clusters 2, 3 and 4 as per the above schedule and my brief feedback on visit is at succeeding paras. I also take this opportunity to acknowledge my sincere thanks to Shri Chandan Das for sparing his valuable time and accompanying us throughout the visit.

Cluster 2 (Panihati, Khardah, Titagarh, Barrackpore and North Barrackpore).

1. In Panihati municipality, Mahehspota site has two parcels of land (9 acre and 4 acre) astride Kalyani Expressway. Both land parcels have ponds and low lying areas.
2. Ramchandrapur trenching ground in Ward No 23 of Panihati municipality was also seen. It has 8.5 acres land and it is in use since past approx. 130 years. Currently approx. 150 TPD MSW is being dumped at this trenching ground. There is a small dilapidated vermicomposting plant at this site.
3. In addition, trenching ground in Titagarh municipality was also seen. It has approx. 100 acres land. It is in use since 1895, when Titagarh municipality was raised. There is a HT line passing through this site. Currently approx. 60-65 TPD MSW is being dumped at this site. Site is near 9 No gate of Titagarh railway station.
4. It was mentioned that Khardah, Barrackpore and North Barrackpore municipalities have very small dumping grounds.

Cluster 3 (Bansberia, Hooghly-Chunsaria and Chandernagore).

1. This cluster is very close to Hooghly River. Environment clearance of proposed site would thus be a challenge.
2. In Bansberia existing trenching ground was seen. This is Khudiram Polly and Rasbagan site measuring approx. 18 Bighas. Currently approx. 37-38 TPD MSW is being dumped here. Site is adjacent to railway station. There was no information about any existing environment clearance.
3. Hooghly has no site.
4. In Chandernagore, Navogram site (1.098 acres) was seen. Site has no vehicular approach as of now. It is low lying area and it is surrounded by private land. Commencement of waste related activities here is likely to be opposed by the locals.
5. In Chandernagore, another site (5.2 acres Kalupukur site) was also seen. It is trenching ground, where 40-45 TPD waste is being dumped. Site is approx. 1.5 Km from Hooghly River. Chandernagore flyover virtually divides the site in two parts.

Cluster 4 (Maheshtala, Budge Budge and Pujali).

1. Pujali does not have any site. Currently approx. 5 TPD MSW is generated in Pujali and the same is dumped in low lying areas/ponds etc.
2. Budge Budge is currently generating 35 to 40 TPD MSW, out of this approx. 25 TPD is being transported to trenching ground at A M Ghosh Road in Ward No 19. It has marshy land and it has been operational since 2006. Total land size is approx. 5 to 6 Bighas.
3. In Maheshtala municipality generates approx. 200 TPD MSW. Shyampur trenching ground site (approx. 18 acres) has a small SWM plant – Vermicomposting is being carried out and approx. 300 Kg compost is

produced every month. From non-biodegradable, recyclables are separated and balance material is dumped in the cell made using liner. This site is approx. 6 Kms from the Hooghly River.

Suggestions.

Based on above, few of my suggestions are enumerated below:

1. In case of cluster based planning, recommended land for Cluster level project needs to be earmarked prior to selection of transaction advisors. In Phase 1, there was clarity with respect to Cluster site, whereas in Phase 2, we did not get that clarity.
2. It is also suggested that we do not rigidly follow cluster approach for entire state. Cluster 3 (Bansberia, Hooghly, Chandernagore) and Cluster 4 (Maheshtala, Budge Budge, Pujali) are points in case. In these clusters, ULB level, segregation based projects (Ambikapur Model) can be planned and implemented. It will require funding and capacity building of ULBs, making detailed plans/SOPs for them and hand holding them in implementation. Consultant/Transaction Advisors would be able to do this. In addition some imaginative approach may not only make these projects more economical, but such approach also enhances sustainability of projects as respective ULBs take ownership and pride in their project. Budge Budge, for example, has industries like Hindustan Petroleum etc. These industries can be made part of the projects and their CSR funds can be tapped to reduce financial burden of SUDA (State Govt) and ULBs.
3. Clubbing of Chandernagore Municipality with Baidyabati, may also be an option.
4. In Cluster 2, it is recommended that Titagarh site (100 acres) can be planned for cluster level project site. Since waste is already being dumped here, there is least likelihood of any opposition by locals.

You may like to consider above points in the long term interest of projects. In case ULB based projects are considered, the current RFP milestones and payment terms would require suitable modification.

Warm regards,



Gyan Prakash Misra | Senior Advisor | Transaction Advisory Services

Ernst & Young LLP

3rd & 6th Floor, Worldmark - 1, IGI Airport Hospitality District, Aerocity, New Delhi 110037, India

Direct: +91 11 66718313 | Fax: +91 11 66719999 | Gyan.Misra@in.ey.com

Office: +91 11 66718000 | Mobile: +91 9871846107 | EY/Comm: Thank you for considering the environmental impact of printing this email.

Website: <http://www.ey.com>

Thank you for considering the environmental impact of printing this email.

The information contained in this communication is intended solely for the use of the individual or entity to whom it is addressed and others authorized to receive it. It may contain confidential or legally privileged information. If you are not the intended recipient you are hereby notified that any disclosure, copying, distribution or taking any action in reliance on the contents of this information is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by responding to this email and then delete it from your system. The firm is neither liable for the proper and complete transmission of the information contained in this communication nor for any delay in its receipt.

SUBIR

From: AMITAVA DAS [amitavadas209@gmail.com]
Sent: 05 April 2019 5.40 PM
To: kuspcmu@gmail.com
Subject: Fwd: solid waste management in Suryapet, Karjat and Vellore

----- Forwarded message -----

From: Dipanjana Maulik <dipanjanamaulik@gmail.com>
Date: Thu, Apr 4, 2019 at 11:08 AM
Subject: solid waste management in Suryapet, Karjat and Vellore
To: <secy.ma-wb@gov.in>, <ceokmda@gmail.com>, <smdgp13@gmail.com>, <debaratidattagupta@gmail.com>, <amitavadas209@gmail.com>, <mc@kmcgov.in>, Bidhannagar Municipal Corporation <1.bidhannagar.corporation@gmail.com>, Commissioner HMC <commissioner.howrah@gmail.com>, Tapas Kumar Gupta <cetapasgupta@gmail.com>, Ujjal Kumar Mukhopadhyay <ujjalnu@gmail.com>
Cc: <acsenvwb@gmail.com>, Niraj Singhal <nirajsinghal.ifs@gmail.com>

Sir

I am directed to send the links for two interesting articles on solid waste management, which were published in Financial Express for your kind perusal:

On 27.02.2019

1. waste management, small towns drive big change

<https://www.financialexpress.com/opinion/on-waste-management-small-towns-drive-big-change/1499461/>

On 03.04.2019

2. Cities at crossroads: The collective challenge of managing solid waste

<https://www.financialexpress.com/opinion/cities-at-crossroads-the-collective-challenge-of-managing-solid-waste/1536165/>

With regards,

Dipanjana

Extension of Submission Date: Phase-2: Bid Document for Selection of Transaction Advisor for Solid Waste Management

1 message

Director SUDA <sbm.wbsuda@gmail.com>

Thu, Mar 14, 2019 at 8:43 PM

To: jagannarayan.padmanabhan@crisil.com, abhaya.agarwal@in.ey.com, ankur.kathuria@in.ey.com, sumouleendra@kpmg.com, "Yogesh Daruka (IN)" <yogesh.daruka@pwc.com>, pankajbaksi@kpmg.com, darshan.parikh@crisil.com, gyan.misra@in.ey.com, am@ess.ind.in, a chatterjee4@kpmg.com, ankushc@kpmg.com, parimal.joshi@crisil.com, "Rupayan Dutta (IN)" <rupayan.dutta@pwc.com>

Cc: Debarati Datta Gupta <debaratidattagupta@gmail.com>, santanu.mkj@gmail.com, amitavadas209@gmail.com, bkpal.suda@gmail.com

To:

Mr. Suvajit Dey
CRISIL Risk & Infrastructure Solutions Limited (CRISIL)
CRISIL House, Central Avenue Road, Opposite D'Mart,
Hiranandani Business Park
Powai
Mumbai – 400 076

Mr. Ankur Kathuria, Ernst & Young, LLP
3rd & 4th Floor Worldmark – 1
IGI Airport Hospitality District,
Aerocity
New Delhi – 110 037

Mr. Sumouleendra Ghosh, KPMG Advisory Services Private Limited
Godrej Waterside
Unit #603 & 604, 6th Floor, Tower 1,
Sector V, Salt Lake City, Kolkata – 700 091

Mr. Yogesh Daruka, PricewaterhouseCoopers (PwC) Private Limited
Plot No. DN 56 – 57, Sector V
Salt Lake
Kolkata – 700 091

Sir

In continuation to the email dated 28.02.2019, I am to inform you that the submission date for Phase-2 Bid document has been extended from 18.03.2019 at 15.00 hrs to 25.03.2019 at 15.00 hrs.

Yours faithfully
Director, SUDA

 RFP for Transaction Advisors (Ph-2).pdf
1094K



Director SUDA <sbm.wbsuda@gmail.com>

Fwd: 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

1 message

Bodhishotto Bhattacharjee (IN) <bodhishotto.bhattacharjee@pwc.com>

Tue, Mar 5, 2019 at 5:22 PM

To: "Director, SUDA" <wbsudadir@gmail.com>, Sujay Mitra <sujay.mitra@gmail.com>, sbm.wbsuda@gmail.com

Cc: "Antara Ray (IN)" <antara.ray@pwc.com>, "Rupayan Dutta (IN)" <rupayan.dutta@pwc.com>

----- Forwarded message -----

From: **Bodhishotto Bhattacharjee (IN)** <bodhishotto.bhattacharjee@pwc.com>

Date: Mon, Mar 4, 2019 at 3:37 PM

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

To: Director, SUDA <wbsudadir@gmail.com>

Cc: Antara Ray (IN) <antara.ray@pwc.com>, Rupayan Dutta (IN) <rupayan.dutta@pwc.com>

Dear Madam/Sir,

Please find attached the pre-bid queries for the subject. We are looking forward to meeting in person and discussing the same.

Regards,

Bodhishotto Bhattacharjee

PwC | Public Sector and Governance

PricewaterhouseCoopers Private Limited

The information transmitted, including any attachments, is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited, and all liability arising therefrom is disclaimed. If you received this in error, please contact the sender and delete the material from any computer.



Pre-bid queries-PwC.docx

19K

NAME OF THE CONSULTANT/TA – PricewaterhouseCoopers Private Limited

1. Please appraise us on the land, we have the following template for the same.

Clusters	Processing & Treatment Site	Disposal facility site
Coochbehar, Alipurduar, Tufanganj, Dinhata	Identified/ not identified	Identified/ not identified
Panihati, Titagarh, Khardah, Barrackpore, North Barrackpore	Identified/ not identified	Identified/ not identified
Chandernagore MC, Bansberia, Hooghly Chinsura	Identified/ not identified	Identified/ not identified
Maheshtala, Budge Budge, Pujali	Identified/ not identified	Identified/ not identified

2. Ownership and legal status of those lands?

3. What are other ongoing or already proposed SWM projects within the same clusters? If yes, whether they could be clubbed with the new proposals or not?



Director SUDA <sbm.wbsuda@gmail.com>

Pre-bid queries for the 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" (Phase-2)

1 message

Tue, Mar 5, 2019 at 12:35 PM

Abhaya K Agarwal <abhaya.agarwal@in.ey.com>

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

Cc: Gyan P Misra <Gyan.Misra@in.ey.com>, Puneet Babbar <Puneet.Babbar@in.ey.com>, Abhaya K Agarwal <abhaya.agarwal@in.ey.com>

To,

Director

State Urban Development Agency.

ILGUS Bhawan, HC Block,

Sector-III, Bidhannagar

Kolkata – 700 106

Subject: Pre-bid queries for the 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" (Phase-2)

Ref: RFP No. SUDA-227/2018(Pt.-I)/2020 dated 28.02.2019

Dear Madam,

We have reviewed the above mentioned RFP document and have a few queries related to the tender and the project. Please refer to the Annexure. Your response to our queries would help us understand the bid conditions better and prepare a well-informed, quality proposal.

We thank you once again for the opportunity and look forward to your response to the mentioned issues.

Warm Regards

Abhaya Krishna Agarwal | Partner - Infrastructure and PPP | Government and Transaction Advisory Services

Ernst & Young LLP

3rd & 6th Floor, Worldmark-1; IGI Airport Hospitality District, Aerocity, New Delhi, 110037, India




Cell: +91 9871693342 | Direct: +91 11 4731 3060 | Abhaya.Agarwal@in.ey.com

Office: +91 11 4731 8000 | Fax: +91 11 6671 9999 | EY/Comm: 13060

Website: <http://www.ey.com>

Vipin Negi | Phone: +91 11 4731 3292 | vipin1.negi@in.ey.com

The information contained in this communication is intended solely for the use of the individual or entity to whom it is addressed and others authorized to receive it. It may contain confidential or legally privileged information. If you are not the intended recipient you are hereby notified that any disclosure, copying, distribution or taking any action in reliance on the contents of this information is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by responding to this email and then delete it from your system. The firm is neither liable for the proper and complete transmission of the information contained in this communication nor for any delay in its receipt.

 **Prebid_Queries_WB_SUDA_SWM (Phase 2).pdf**
305K



Building a better
working world

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

Tel: +91 11 6671 8000
Fax: +91 11 6671 9999
ey.com



5th March 2019

To

Director
State Urban Development Agency,
ILGUS Bhawan, HC Block,
Sector - III, Bidhannagar
Kolkata - 700106

Subject: Queries 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.

Ref: RFP No. SUDA-227/2018(Pt.-I)/2020 dated 28.02.2019

Dear Madam,

This has reference to the RFP for consultancy assignment titled "Request for Proposal from the Empaneled 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".

We have reviewed the above mentioned RFP document and have a few queries related to the tender and the project. Please refer to the Annexure. Your response to our queries would help us understand the bid conditions better and prepare a well-informed, quality proposal.

We thank you once again for the opportunity and look forward to your response to the mentioned issues.

Yours sincerely,



Authorised Signatory
Abhaya Krishna Agarwal
Partner - Infrastructure and PPP, Government & Transaction Advisory Services
Ernst and Young LLP, India
Email: abhaya.agarwal@in.ey.com;
Mobile: +91-9871 693 342

Annexure

Pre-Bid Queries for the 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.

S.no.	RFP Reference	RFP Clause	EY's Query										
1.	Page no. 11, ITC Clause Reference 2.9.3 (a)	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.	We request the authority that "Period of performance" mentioned here should be clearly defined in the RFP. Present document gives an impression of indefinite performance period.										
2.	Page no. 13, ITC Clause Reference 2.14.3	After signing of the LOA, the Transaction Advisor will be required to enter into an agreement with SUDA.	We request the Authority to include the general terms & conditions, mentioned in Appendix 1, while finalizing the agreement.										
3.	Page no. 13, ITC Clause Reference 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.	It is requested that a period of at least 15 days may be allowed after the contract signing for commencement of work.										
4.	Page no. 28, Clause Reference (3) - Scope of work/Description of task	Scope of work/Description of task	DPR, wherever mentioned, should be replaced by TFR										
5.	Page no. 30, Clause Reference (4) - Assignment for Proposed Clusters	Assignment for following Proposed Clusters: <table border="1" style="margin-left: 20px; border-collapse: collapse; width: 100%;"> <thead> <tr> <th style="width: 15%;">Cluster No.</th> <th style="width: 85%;">Proposed Cluster</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Coochbehar, Alipurduar, Tufangarj, Dinhata</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Panihati, Titagarh, Khardah, Barrackpore, North Barrackpore</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Chandernagore MC, Bansberia, Hooghly Chinsura</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Maheshtala, Budge Budge, Pujali</td> </tr> </tbody> </table>	Cluster No.	Proposed Cluster	1	Coochbehar, Alipurduar, Tufangarj, Dinhata	2	Panihati, Titagarh, Khardah, Barrackpore, North Barrackpore	3	Chandernagore MC, Bansberia, Hooghly Chinsura	4	Maheshtala, Budge Budge, Pujali	Since the mentioned clusters are totally new and the consultants may not aware of the local geography, demography or other details, therefore it is requested that a site visit may be planned for these clusters too, as carried out for the earlier clusters bid out vide RFP No. SUDA-227/2018/1760 (revised) Dated: 18.01.2019 and subsequent corrigendum.
Cluster No.	Proposed Cluster												
1	Coochbehar, Alipurduar, Tufangarj, Dinhata												
2	Panihati, Titagarh, Khardah, Barrackpore, North Barrackpore												
3	Chandernagore MC, Bansberia, Hooghly Chinsura												
4	Maheshtala, Budge Budge, Pujali												

APPENDIX 1

GENERAL TERMS AND CONDITIONS

Our Relationship with You

1. We will perform the Services using reasonable skill and care.
2. We are a member of the global network of Ernst & Young firms ("EY Firms"), each of which is a separate legal entity.
3. We will provide the Services to you as an independent contractor and not as your employee, agent, partner or joint venturer. Neither you nor we have any right, power or authority to bind the other.
4. We may subcontract portions of the Services to other EY Firms, as well as to other service providers, who may deal with you directly. Nevertheless, we alone will be responsible to you for the Reports (as defined in Section 11), the performance of the Services, and our other obligations under this Agreement.
5. We will not assume any management responsibilities in connection with the Services. We will not be responsible for the use or implementation of the output of the Services.

Your Responsibilities

6. You shall assign a qualified person to oversee the Services. You are responsible for all management decisions relating to the Services, the use or implementation of the output of the Services and for determining whether the Services are appropriate for your purposes.
7. You shall provide (or cause others to provide) to us, promptly, the information, resources and assistance (including access to records, systems, premises and people) that we reasonably require to perform the Services.
8. To the best of your knowledge, all information provided by you or on your behalf ("Client Information") will be accurate and complete in all material respects. The provision of Client Information to us will not infringe any copyright or other third-party rights.
9. We will rely on Client Information made available to us and, unless we expressly agree otherwise, will have no responsibility to evaluate or verify it.
10. You shall be responsible for your personnel's compliance with your obligations under this Agreement.

Our Reports

11. Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("Reports"), other than Client Information, are for your internal use only (consistent with the purpose of the

particular Services) including your board of directors, your audit committee, or your statutory auditors.

12. You may not disclose a Report (or any portion or summary of a Report) externally (including to your affiliates), or refer to us or to any other EY Firm in connection with the Services, except:

(a) to your lawyers (subject to these disclosure restrictions), who may review it only in connection with the Services,

(b) to the extent, and for the purposes, required by law (and you will promptly notify us of such legal requirement to the extent you are permitted to do so),

(c) to other persons (including your affiliates) with our prior written consent, who may use it only as we have specified in our consent, or

(d) to the extent it contains Tax Advice, as set forth in Section 13.

If you are permitted to disclose a Report (or a portion thereof), you shall not alter, edit or modify it from the form we provided.

An "affiliate" of an entity (for the purpose of this Agreement) shall mean an entity or individual that controls, is controlled by, or is under common control with, the first entity, and "control" means the ability to direct the policies or operations of an entity, whether by contract, ownership of equity interests, or otherwise.

13. You may disclose to anyone a Report (or any portion thereof) solely to the extent that it relates to tax matters, including tax advice, tax opinions, tax returns, or the tax treatment or tax structure of any transaction to which the Services relate ("Tax Advice"). With the exception of tax authorities, you shall inform those to whom you disclose Tax Advice that they may not rely on it for any purpose without our prior written consent.

14. You may incorporate into documents that you intend to use our summaries, calculations or tables based on Client Information contained in a Report, but not our recommendations, conclusions or findings. You must assume sole responsibility for the contents of those documents and you must not externally refer to us or any other EY Firm in connection with them.

15. You may not rely on any draft Report. We shall not be required to update any final Report for circumstances of which we become aware, or events occurring, after its delivery.

Limitations

16. You (and any others for whom Services are provided) may not recover from us, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.
17. You (and any others for whom Services are provided) may not recover from us, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.
18. If we are liable to you (or to any others for whom Services are provided) under this Agreement or otherwise in connection with the Services, for loss or damage to which any other persons have also contributed, our liability to you shall be several, and not joint, with such others, and shall be limited to our fair share of that total loss or damage, based on our contribution to the loss and damage relative to the others' contributions. No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of our proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.
19. You shall make any claim relating to the Services or otherwise under this Agreement no later than three years after discovery of the cause of action in relation to such claim.
20. The limitations in Sections 17 and 19 will not apply to losses or damages caused by our fraud or to the extent prohibited by applicable law or professional regulations.
21. You may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any other EY Firm or our or its subcontractors, members, shareholders, directors, officers, partners, principals or employees ("EY Persons"). You shall make any claim or bring proceedings only against us.

Indemnity

22. To the fullest extent permitted by applicable law and professional regulations, you shall indemnify us, the other EY Firms and the EY Persons against all claims by third parties (including your 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 (including Tax Advice) disclosed to it by or through you or at your request. You shall have no obligation hereunder to the extent that

we have specifically authorized, in writing, the third party's reliance on the Report.

Intellectual Property Rights

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

Confidentiality

25. Except as otherwise permitted by this Agreement, neither of us may disclose to third parties the contents of this Agreement or any information (other than Tax Advice) provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Either of us may, however, disclose such information to the extent that it:
 - (a) is or becomes public other than through a breach of this Agreement,
 - (b) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information,
 - (c) was known to the recipient at the time of disclosure or is thereafter created independently,
 - (d) is disclosed as necessary to enforce the recipient's rights under this Agreement, or
 - (e) must be disclosed under applicable law, legal process or professional regulations.
26. Either of us may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.
27. Subject to applicable law, we may provide Client Information to other EY Firms, EY Persons and external service providers of EY, other EY Firms, or EY Persons ("Service Providers") who may collect, use, transfer, store or otherwise process it (collectively 'Process') in various jurisdictions in which they operate for purposes related to:

- 1) the provision of the Services;

2) complying with regulatory, and legal obligations to which we are subject;

3) conflict checking;

4) for risk management and quality reviews; and for

5) our internal financial accounting, information technology and other administrative support services (collectively 'Processing Purposes'). We shall be responsible for maintaining the confidentiality of Client Information regardless of by whom such Information is Processed on our behalf.

28. With respect to any Services, if U.S. Securities and Exchange Commission auditor independence regulations apply to the relationship between you or any of your associated entities and any EY Firm, you represent, to the best of your knowledge, as of the date of this Agreement, that neither you nor any of your affiliates has agreed, either orally or in writing, with any other advisor to restrict your ability to disclose to anyone the tax treatment or tax structure of any transaction to which the Services relate. An agreement of this kind could impair an EY Firm's independence as to your audit or that of any of your affiliates, or require specific tax disclosures as to those restrictions. Accordingly, you agree that the impact of any such agreement is your responsibility.

Data Protection

29. For the Processing Purposes referred to in Section 27 above, we and other EY Firms, EY Persons and Service Providers may Process Client Information relating to identified or identifiable natural persons ("Personal Data") in various jurisdictions in which they operate (EY office locations are listed at www.ey.com) The transfer of Personal Data within the EY network is subject to EY Binding Corporate Rules policies (listed at www.ey.com/bcr). We will Process Personal Data in accordance with data protection requirements under applicable law and professional regulations. We will require any Service Provider that Processes Personal Data on our behalf to adhere to such requirements. For Services where we act as processor processing Personal Data on your behalf, appropriate data processing terms will be included in this Agreement or applicable Statement of Work
30. You warrant that you have the authority to provide Personal Data to us in connection with the performance of the Services and that any Personal Data provided to us has been Processed in accordance with applicable law

Fees and Expenses Generally

31. You shall pay our professional fees and specific expenses in connection with the Services as detailed in the applicable Statement of Work. You shall also reimburse us

for other reasonable expenses incurred in performing the Services. Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which you shall pay (other than taxes imposed on our income generally). Unless otherwise set forth in the applicable Statement of Work, payment is due within thirty days following receipt of each of our invoices.

32. We may charge additional professional fees if events beyond our control (including your acts or omissions) affect our ability to perform the Services as originally planned or if you ask us to perform additional tasks.
33. If we are required by applicable law, legal process or government action to produce information or personnel as witnesses with respect to the Services or this Agreement, you shall reimburse us for any professional time and expenses (including reasonable external and internal legal costs) incurred to respond to the request, unless we are a party to the proceeding or the subject of the investigation.

Force Majeure

34. Neither you nor we shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond your or our reasonable control.

Term and Termination

35. This Agreement applies to the Services whenever performed (including before the date of this Agreement).
36. This Agreement shall terminate on the completion of the Services. Either of us may terminate it, or any particular Services, earlier upon fifteen days' prior written notice to the other. In addition, we may terminate this Agreement, or any particular Services, immediately upon written notice to you if we reasonably determine that we can no longer provide the Services in accordance with applicable law or professional obligations.
37. You shall pay us for all work-in-progress, Services already performed, and expenses incurred by us up to and including the effective date of the termination of this Agreement.
38. Our respective confidentiality obligations under this Agreement shall continue for a period of three years following the termination of this Agreement. The other provisions of this Agreement that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement.

Governing Law and Dispute Resolution

39. This Agreement shall be governed by, and construed in accordance with, the laws of India.

40. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract / agreement or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

The seat of the arbitration shall be New Delhi, India. The language of the arbitration shall be English.

49. The limitations in Sections 16 to 19 and Section 21 and the provisions of Sections 22, 27, 29, and 44 are intended to benefit the other EY Firms and all EY Persons, who shall be entitled to enforce them.

Miscellaneous

41. This Agreement constitutes the entire agreement between us 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.

42. Both of us may execute this Agreement (including Statements of Work), 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.

43. Each of us 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.

You represent that your affiliates and any others for whom Services are performed shall be bound by the terms of this Agreement and the applicable Statement of Work.

44. You agree that we and the other EY Firms may, subject to professional obligations, act for other clients, including your competitors.

45. Neither of us may assign any of our rights, obligations or claims under this Agreement.

46. 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.

47. 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.

48. Neither of us may use or reference the other's name, logos or trademarks without its prior written consent, provided that we may use your name publically to identify you as a client in connection with specific Services or otherwise.



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

Tel: +91 11 6671 8000
Fax: +91 11 6671 9999
ey.com



5th March 2019

To

Director
State Urban Development Agency,
ILGUS Bhawan, HC Block,
Sector - III, Bidhannagar,
Kolkata - 700106

Subject: Queries 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.

Ref: RFP No. SUDA-227/2018(Pt.-I)/2020 dated 28.02.2019

Dear Madam,

This has reference to the RFP for consultancy assignment titled "Request for Proposal from the Empaneled 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".

We have reviewed the above mentioned RFP document and have a few queries related to the tender and the project. Please refer to the Annexure. Your response to our queries would help us understand the bid conditions better and prepare a well-informed, quality proposal.

We thank you once again for the opportunity and look forward to your response to the mentioned issues.

Yours sincerely,



Authorised Signatory

Abhaya Krishna Agarwal

Partner - Infrastructure and PPP, Government & Transaction Advisory Services

Ernst and Young LLP, India

Email: abhaya.agarwal@in.ey.com;

Mobile: +91-9871 693 342

Annexure

Pre-Bid Queries for the 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.

	RFP Clause	EY's Query
1.	<p>Page no. 11, ITC Clause Reference 2.9.3 (a)</p>	<p>We request the authority that "Period of performance" mentioned here should be clearly defined in the RFP. Present document gives an impression of indefinite performance period.</p>
2.	<p>Page no. 13, ITC Clause Reference 2.14.3</p>	<p>We request the Authority to include the general terms & conditions, mentioned in Appendix 1, while finalizing the agreement.</p>
3.	<p>Page no. 13, ITC Clause Reference 2.14.4 - Commencement of Assignment</p>	<p>It is requested that a period of at least 15 days may be allowed after the contract signing for commencement of work.</p>
4.	<p>Page no. 28, Clause Reference (3) - Scope of work/Description of task</p>	<p>DPR, wherever mentioned, should be replaced by TFR</p>
5.	<p>Page no. 30, Clause Reference (4) - Assignment for Proposed Clusters</p>	<p>Since the mentioned clusters are totally new and the consultants may not aware of the local geography, demography or other details, therefore it is requested that a site visit may be planned for these clusters too, as carried out for the earlier clusters bid out vide RFP No. SUDA-227/2018/1760 (revised) Dated: 18.01.2019 and subsequent corrigendum.</p>

Assignment for following Proposed Clusters:

Cluster No.	Proposed Cluster
1	Coochbehar, Alipurduar, Tufanganj, Dinhat
2	Panihati, Titagarh, Khardah, Barrackpore, North Barrackpore
3	Chandernagore MC, Bansberia, Hooghly Chinsura
4	Maheshtala, Budge Budge, Pujali

APPENDIX 1

GENERAL TERMS AND CONDITIONS

Our Relationship with You

1. We will perform the Services using reasonable skill and care.
2. We are a member of the global network of Ernst & Young firms ("EY Firms"), each of which is a separate legal entity.
3. We will provide the Services to you as an independent contractor and not as your employee, agent, partner or joint venturer. Neither you nor we have any right, power or authority to bind the other.
4. We may subcontract portions of the Services to other EY Firms, as well as to other service providers, who may deal with you directly. Nevertheless, we alone will be responsible to you for the Reports (as defined in Section 11), the performance of the Services, and our other obligations under this Agreement.
5. We will not assume any management responsibilities in connection with the Services. We will not be responsible for the use or implementation of the output of the Services.

Your Responsibilities

6. You shall assign a qualified person to oversee the Services. You are responsible for all management decisions relating to the Services, the use or implementation of the output of the Services and for determining whether the Services are appropriate for your purposes.
7. You shall provide (or cause others to provide) to us, promptly, the information, resources and assistance (including access to records, systems, premises and people) that we reasonably require to perform the Services.
8. To the best of your knowledge, all information provided by you or on your behalf ("Client Information") will be accurate and complete in all material respects. The provision of Client Information to us will not infringe any copyright or other third-party rights.
9. We will rely on Client Information made available to us and, unless we expressly agree otherwise, will have no responsibility to evaluate or verify it.
10. You shall be responsible for your personnel's compliance with your obligations under this Agreement.

Our Reports

11. Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("Reports"), other than Client Information, are for your internal use only (consistent with the purpose of the

particular Services) including your board of directors, your audit committee, or your statutory auditors.

12. You may not disclose a Report (or any portion or summary of a Report) externally (including to your affiliates), or refer to us or to any other EY Firm in connection with the Services, except:

(a) to your lawyers (subject to these disclosure restrictions), who may review it only in connection with the Services,

(b) to the extent, and for the purposes, required by law (and you will promptly notify us of such legal requirement to the extent you are permitted to do so),

(c) to other persons (including your affiliates) with our prior written consent, who may use it only as we have specified in our consent, or

(d) to the extent it contains Tax Advice, as set forth in Section 13.

If you are permitted to disclose a Report (or a portion thereof), you shall not alter, edit or modify it from the form we provided.

An "affiliate" of an entity (for the purpose of this Agreement) shall mean an entity or individual that controls, is controlled by, or is under common control with, the first entity, and "control" means the ability to direct the policies or operations of an entity, whether by contract, ownership of equity interests, or otherwise.

13. You may disclose to anyone a Report (or any portion thereof) solely to the extent that it relates to tax matters, including tax advice, tax opinions, tax returns, or the tax treatment or tax structure of any transaction to which the Services relate ("Tax Advice"). With the exception of tax authorities, you shall inform those to whom you disclose Tax Advice that they may not rely on it for any purpose without our prior written consent.
14. You may incorporate into documents that you intend to use our summaries, calculations or tables based on Client Information contained in a Report, but not our recommendations, conclusions or findings. You must assume sole responsibility for the contents of those documents and you must not externally refer to us or any other EY Firm in connection with them.
15. You may not rely on any draft Report. We shall not be required to update any final Report for circumstances of which we become aware, or events occurring, after its delivery.

Limitations

16. You (and any others for whom Services are provided) may not recover from us, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.
17. You (and any others for whom Services are provided) may not recover from us, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.
18. If we are liable to you (or to any others for whom Services are provided) under this Agreement or otherwise in connection with the Services, for loss or damage to which any other persons have also contributed, our liability to you shall be several, and not joint, with such others, and shall be limited to our fair share of that total loss or damage, based on our contribution to the loss and damage relative to the others' contributions. No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of our proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.
19. You shall make any claim relating to the Services or otherwise under this Agreement no later than three years after discovery of the cause of action in relation to such claim.
20. The limitations in Sections 17 and 19 will not apply to losses or damages caused by our fraud or to the extent prohibited by applicable law or professional regulations.
21. You may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any other EY Firm or our or its' subcontractors, members, shareholders, directors, officers, partners, principals or employees ("EY Persons"). You shall make any claim or bring proceedings only against us.

Indemnity

22. To the fullest extent permitted by applicable law and professional regulations, you shall indemnify us, the other EY Firms and the EY Persons against all claims by third parties (including your 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 (including Tax Advice) disclosed to it by or through you or at your request. You shall have no obligation hereunder to the extent that

we have specifically authorized, in writing, the third party's reliance on the Report.

Intellectual Property Rights

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

Confidentiality

25. Except as otherwise permitted by this Agreement, neither of us may disclose to third parties the contents of this Agreement or any information (other than Tax Advice) provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Either of us may, however, disclose such information to the extent that it:
 - (a) is or becomes public other than through a breach of this Agreement,
 - (b) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information,
 - (c) was known to the recipient at the time of disclosure or is thereafter created independently,
 - (d) is disclosed as necessary to enforce the recipient's rights under this Agreement, or
 - (e) must be disclosed under applicable law, legal process or professional regulations.
26. Either of us may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.
27. Subject to applicable law, we may provide Client Information to other EY Firms, EY Persons and external service providers of EY, other EY Firms, or EY Persons ("Service Providers") who may collect, use, transfer, store or otherwise process it (collectively 'Process') in various jurisdictions in which they operate for purposes related to:
 - 1) the provision of the Services;

- 2) complying with regulatory, and legal obligations to which we are subject;
- 3 conflict checking;
- 4) for risk management and quality reviews; and for
- 5) our internal financial accounting, information technology and other administrative support services (collectively 'Processing Purposes'). We shall be responsible for maintaining the confidentiality of Client Information regardless of by whom such Information is Processed on our behalf.

28. With respect to any Services, if U.S. Securities and Exchange Commission auditor independence regulations apply to the relationship between you or any of your associated entities and any EY Firm, you represent, to the best of your knowledge, as of the date of this Agreement, that neither you nor any of your affiliates has agreed, either orally or in writing, with any other advisor to restrict your ability to disclose to anyone the tax treatment or tax structure of any transaction to which the Services relate. An agreement of this kind could impair an EY Firm's independence as to your audit or that of any of your affiliates, or require specific tax disclosures as to those restrictions. Accordingly, you agree that the impact of any such agreement is your responsibility.

Data Protection

29. For the Processing Purposes referred to in Section 27 above, we and other EY Firms, EY Persons and Service Providers may Process Client Information relating to identified or identifiable natural persons ("Personal Data") in various jurisdictions in which they operate (EY office locations are listed at www.ey.com) The transfer of Personal Data within the EY network is subject to EY Binding Corporate Rules policies (listed at www.ey.com/bcr). We will Process Personal Data in accordance with data protection requirements under applicable law and professional regulations. We will require any Service Provider that Processes Personal Data on our behalf to adhere to such requirements. For Services where we act as processor processing Personal Data on your behalf, appropriate data processing terms will be included in this Agreement or applicable Statement of Work
30. You warrant that you have the authority to provide Personal Data to us in connection with the performance of the Services and that any Personal Data provided to us has been Processed in accordance with applicable law

Fees and Expenses Generally

31. You shall pay our professional fees and specific expenses in connection with the Services as detailed in the applicable Statement of Work. You shall also reimburse us

for other reasonable expenses incurred in performing the Services. Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which you shall pay (other than taxes imposed on our income generally). Unless otherwise set forth in the applicable Statement of Work, payment is due within thirty days following receipt of each of our invoices.

32. We may charge additional professional fees if events beyond our control (including your acts or omissions) affect our ability to perform the Services as originally planned or if you ask us to perform additional tasks.
33. If we are required by applicable law, legal process or government action to produce information or personnel as witnesses with respect to the Services or this Agreement, you shall reimburse us for any professional time and expenses (including reasonable external and internal legal costs) incurred to respond to the request, unless we are a party to the proceeding or the subject of the investigation.

Force Majeure

34. Neither you nor we shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond your or our reasonable control.

Term and Termination

35. This Agreement applies to the Services whenever performed (including before the date of this Agreement).
36. This Agreement shall terminate on the completion of the Services. Either of us may terminate it, or any particular Services, earlier upon fifteen days' prior written notice to the other. In addition, we may terminate this Agreement, or any particular Services, immediately upon written notice to you if we reasonably determine that we can no longer provide the Services in accordance with applicable law or professional obligations.
37. You shall pay us for all work-in-progress, Services already performed, and expenses incurred by us up to and including the effective date of the termination of this Agreement.
38. Our respective confidentiality obligations under this Agreement shall continue for a period of three years following the termination of this Agreement. The other provisions of this Agreement that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement.

Governing Law and Dispute Resolution

39. This Agreement shall be governed by, and construed in accordance with, the laws of India.

40. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract / agreement or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

The seat of the arbitration shall be New Delhi, India. The language of the arbitration shall be English.

49. The limitations in Sections 16 to 19 and Section 21 and the provisions of Sections 22, 27, 29, and 44 are intended to benefit the other EY Firms and all EY Persons, who shall be entitled to enforce them.

Miscellaneous

41. This Agreement constitutes the entire agreement between us 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.
42. Both of us may execute this Agreement (including Statements of Work), 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.
43. Each of us 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.

You represent that your affiliates and any others for whom Services are performed shall be bound by the terms of this Agreement and the applicable Statement of Work.

44. You agree that we and the other EY Firms may, subject to professional obligations, act for other clients, including your competitors.
45. Neither of us may assign any of our rights, obligations or claims under this Agreement.
46. 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.
47. 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.
48. Neither of us may use or reference the other's name, logos or trademarks without its prior written consent, provided that we may use your name publically to identify you as a client in connection with specific Services or otherwise.

Attendance Sheet
Pre-Bid Meeting for Engagement of Transaction Advisor on Solid Waste Management (Phase-II)

Venu : **SUDA Conference Hall**

Date : **05.03.2019** at 03.00 PM

Sl. No.	Name of the Participant (in BLOCK Letter)	Designation	Mobile	email Address	Signature
15					
16					
17					
18					
19					
20					

Gmail

Director SUDA <sbm.wbsuda@gmail.com>

Phase-2: Bid Document for Selection of Transaction Advisor for Solid Waste Management

1 message

Director SUDA <sbm.wbsuda@gmail.com>

Thu, Feb 28, 2019 at 4:12 PM

To: jagannarayan.padmanabhan@crisil.com, abhaya.agarwal@in.ey.com, ankur.kathuria@in.ey.com, sumouleendra@kpmg.com, yogesh.daruka@pwc.com, pankajbaksi@kpmg.com, darshan.parikh@crisil.com, gyan.misra@in.ey.com, am@ess.ind.in, achatterjee4@kpmg.com, ankushc@kpmg.com, parimal.joshi@crisil.com, rupayan.dutta@pwc.com
Bcc: Debarati Datta Gupta <debaratidattagupta@gmail.com>, santanu.mkj@gmail.com, amitavadas209@gmail.com, bkpal.suda@gmail.com

To

Mr. Suvajit Dey
CRISIL Risk & Infrastructure Solutions Limited (CRISIL)
CRISIL House, Central Avenue Road, Opposite D'Mart,
Hiranandani Business Park
Powai
Mumbai - 400 076

Mr. Ankur Kathuria, Ernst & Young, LLP
3rd & 4th Floor Worldmark - 1
IGI Airport Hospitality District,
Aerocity
New Delhi - 110 037

Mr. Sumouleendra Ghosh, KPMG Advisory Services Private Limited
Godrej Waterside
Unit #603 & 604, 6th Floor, Tower 1,
Sector V, Salt Lake City, Kolkata - 700 091


Mr. Yogesh Daruka, PricewaterhouseCoopers (PwC) Private Limited
Plot No. DN 56 - 57, Sector V
Salt Lake
Kolkata - 700 091

Sir

Please find enclosed the (Phase-2) bid document for Request for Proposal (RFP) from the Empanelled Transaction Advisors for Assisting the State Government of West Bengal for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management selection of O & M Agency/s.

You are now requested to submit the bid in each cluster wise separately within 18th March 2019 at 3 PM.

Yours faithfully
Director, SUDA

 RFP for Transaction Advisors (Ph-2).pdf
1094K

Bid Document for Selection of Transaction Advisor

**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**

**State Urban Development Agency,
Urban Development & Municipal Affairs Department
Government of West Bengal
February 2019**

Ref: SUDA-227/2018(Pt.-I)/ 2020

Dated: 28.02.2019

To: Mr. Suvajit Dey
CRISIL Risk & Infrastructure Solutions Limited (CRISIL)
CRISIL House, Central Avenue Road,
Opposite D'Mart,
Hiranandani Business Park
Powai
Mumbai – 400 076

Mr. Ankur Kathuria, Ernst & Young, LLP
3rd& 4th Floor Worldmark – 1
IGI Airport Hospitality District,
Aerocity
New Delhi – 110 037

Mr. Sumouleendra Ghosh, KPMG Advisory Services Private Limited
Godrej Waterside
Unit #603 & 604, 6th Floor, Tower 1,
Sector V, Salt Lake City, Kolkata – 700 091

Mr. Yogesh Daruka, PricewaterhouseCoopers (PwC) Private Limited
Plot No. DN 56 – 57, Sector V
Salt Lake
Kolkata – 700 091

Sub: 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

Sir,

As your firm is an Empanelled Transaction Advisor, enlisted by the Finance Department (PPP Cell), Government of West Bengal, vide no. 3738-F(Y) dated 11-06-2018 you are requested to submit your Bid for each cluster separately as per the RFP document enclosed, 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 Bid is due for submission on 18.03.2019 at 15:00 hours.**

This communication is being issued to you at the address provided by you and is also

sent to you through email at the address received from you for this purpose.

Kindly acknowledge the receipt of this information over return mail / email.

Yours faithfully,

Director, SUDA

Ref: SUDA-227/2018 (Pt.-I)/2020

Dated: 28.02.2019

REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF TRANSACTION ADVISOR

Proposals in sealed covers are invited from empanelled Transaction Advisors for appointment for Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management for selection of Developers & Operators.

All the correspondences in this context and the Bid shall be submitted to SUDA office at the below mentioned address and shall be clearly marked "**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.**"

Director
State Urban Development Agency.
ILGUS Bhawan, HC Block,
Sector-III, Bidhannagar
Kolkata-700106

SUDA reserves the right to terminate the process or any part thereof, to accept or reject any/all offer(s) at any stage of the process and/or modify the process or any part thereof or to vary any terms without assigning any reasons whatsoever. No financial obligations will accrue to SUDA in such an event.

Yours faithfully,

Director, SUDA

DISCLAIMER

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP.

Assumptions, assessments and statements do not purport to contain all the information that each Applicant may require and also may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. The Authority accepts no responsibility for the accuracy or otherwise for any information, interpretation or opinion of law expressed herein. The Authority and its employees make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expenses which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

Director, SUDA

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	Date of notification of tender	28/02/2019
2	Pre Bid Meeting	05/03/2019, @ 15.00 hrs
3	Bid proposal submission last date	18/03/2019, @ 15.00 hrs
4	Financial bid opening date	20/03/2019, @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.

2.6.1. PRE-PROPOSAL CONFERENCE

Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. A maximum of four representatives on behalf of each Applicant shall be allowed to participate.

During the course of Pre-Proposal Conference, the Applicants will be free to seek

clarification and make suggestions for consideration by the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

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 for each cluster 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.

2.10.8. 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.

2.11. 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	Percent age
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	5%

	the date of submission of corrected draft from the Authority	
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%

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. 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.
3. 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. 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 **Technical Feasibility 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	Proposed Cluster
1	Coochbehar, Alipurduar, Tufanganj, Dinhat
2	Panihati, Titagarh, Khardah, Barrackpore, North Barrackpore
3	Chandernagore MC, Bansberia, Hooghly Chinsura
4	Maheshtala, Budge Budge, Pujali

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 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%

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

Bid Document for Selection of Transaction Advisor

**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**

**State Urban Development Agency,
Urban Development & Municipal Affairs Department
Government of West Bengal
February 2019**

Ref: SUDA-227/2018/

Dated: --.02.2019

To: Mr. Suvajit Dey
CRISIL Risk & Infrastructure Solutions Limited (CRISIL)
CRISIL House, Central Avenue Road,
Opposite D'Mart,
Hiranandani Business Park
Powai
Mumbai – 400 076

Mr. Ankur Kathuria, Ernst & Young, LLP
3rd& 4th Floor Worldmark – 1
IGI Airport Hospitality District,
Aerocity
New Delhi – 110 037

Mr. Sumouleendra Ghosh, KPMG Advisory Services Private Limited
Godrej Waterside
Unit #603 & 604, 6th Floor, Tower 1,
Sector V, Salt Lake City, Kolkata – 700 091

Mr. Yogesh Daruka, PricewaterhouseCoopers (PwC) Private Limited
Plot No. DN 56 – 57, Sector V
Salt Lake
Kolkata – 700 091

Sub: 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

Sir,

As your firm is an Empanelled Transaction Advisor, enlisted by the Finance Department (PPP Cell), Government of West Bengal, vide no. 3738-F(Y) dated 11-06-2018 you are requested to submit your Bid for each cluster separately as per the RFP document enclosed, 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 Bid is due for submission on 18.03.2019 at 15:00 hours.**

This communication is being issued to you at the address provided by you and is also

sent to you through email at the address received from you for this purpose.

Kindly acknowledge the receipt of this information over return mail / email.

Yours faithfully,

Director, SUDA

Ref: SUDA-227/2018/

Dated: ----.02.2019

REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF TRANSACTION ADVISOR

Proposals in sealed covers are invited from empanelled Transaction Advisors for appointment for Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management for selection of Developers & Operators.

All the correspondences in this context and the Bid shall be submitted to SUDA office at the below mentioned address and shall be clearly marked "**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.**"

Director
State Urban Development Agency.
ILGUS Bhawan, HC Block,
Sector-III, Bidhannagar
Kolkata-700106

SUDA reserves the right to terminate the process or any part thereof, to accept or reject any/all offer(s) at any stage of the process and/or modify the process or any part thereof or to vary any terms without assigning any reasons whatsoever. No financial obligations will accrue to SUDA in such an event.

Yours faithfully,

Director, SUDA

DISCLAIMER

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP.

Assumptions, assessments and statements do not purport to contain all the information that each Applicant may require and also may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. The Authority accepts no responsibility for the accuracy or otherwise for any information, interpretation or opinion of law expressed herein. The Authority and its employees make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expenses which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

Director, SUDA

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	Date of notification of tender	28/02/2019
2	Pre Bid Meeting	05/03/2019, @ 15.00 hrs
3	Bid proposal submission last date	18/03/2019, @ 15.00 hrs
4	Financial bid opening date	20/03/2019, @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.

2.6.1. PRE-PROPOSAL CONFERENCE

Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. A maximum of four representatives on behalf of each Applicant shall be allowed to participate.

During the course of Pre-Proposal Conference, the Applicants will be free to seek

clarification and make suggestions for consideration by the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

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 for each cluster 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.
- 2.10.8. 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.

2.11. 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	Percent age
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	5%

	the date of submission of corrected draft from the Authority	
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%

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. 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.
3. 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 **Technical Feasibility 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	Proposed Cluster
1	Coochbehar, Alipurduar, Tufanganj, Dinhata
2	Panihati, Titagarh, Khardah, Barrackpore, North Barrackpore
3	Chandernagore MC, Bansberia, Hooghly Chinsura
4	Maheshtala, Budge Budge, Pujali

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 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%

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

Bid Document for Selection of Transaction Advisor

**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**

**State Urban Development Agency,
Urban Development & Municipal Affairs Department
Government of West Bengal
February 2019**

Ref: SUDA-227/2018/

Dated: --.02.2019

To: Mr. Suvajit Dey
CRISIL Risk & Infrastructure Solutions Limited (CRISIL)
CRISIL House, Central Avenue Road,
Opposite D'Mart,
Hiranandani Business Park
Powai
Mumbai – 400 076

Mr. Ankur Kathuria, Ernst & Young, LLP
3rd& 4th Floor Worldmark – 1
IGI Airport Hospitality District,
Aerocity
New Delhi – 110 037

Mr. Sumouleendra Ghosh, KPMG Advisory Services Private Limited
Godrej Waterside
Unit #603 & 604, 6th Floor, Tower 1,
Sector V, Salt Lake City, Kolkata – 700 091

Mr. Yogesh Daruka, PricewaterhouseCoopers (PwC) Private Limited
Plot No. DN 56 – 57, Sector V
Salt Lake
Kolkata – 700 091

Sub: 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

Sir,

As your firm is an Empanelled Transaction Advisor, enlisted by the Finance Department (PPP Cell), Government of West Bengal, vide no. 3738-F(Y) dated 11-06-2018 you are requested to submit your Bid for each cluster separately as per the RFP document enclosed, 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 Bid is due for submission on 18.03.2019 at 15:00 hours.**

This communication is being issued to you at the address provided by you and is also

sent to you through email at the address received from you for this purpose.

Kindly acknowledge the receipt of this information over return mail / email.

Yours faithfully,

Director, SUDA

Ref: SUDA-227/2018/

Dated: ----.02.2019

REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF TRANSACTION ADVISOR

Proposals in sealed covers are invited from empanelled Transaction Advisors for appointment for Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management for selection of Developers & Operators.

All the correspondences in this context and the Bid shall be submitted to SUDA office at the below mentioned address and shall be clearly marked "**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.**"

Director
State Urban Development Agency.
ILGUS Bhawan, HC Block,
Sector-III, Bidhannagar
Kolkata-700106

SUDA reserves the right to terminate the process or any part thereof, to accept or reject any/all offer(s) at any stage of the process and/or modify the process or any part thereof or to vary any terms without assigning any reasons whatsoever. No financial obligations will accrue to SUDA in such an event.

Yours faithfully,

Director, SUDA

DISCLAIMER

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP.

Assumptions, assessments and statements do not purport to contain all the information that each Applicant may require and also may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. The Authority accepts no responsibility for the accuracy or otherwise for any information, interpretation or opinion of law expressed herein. The Authority and its employees make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expenses which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

Director, SUDA

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	Date of notification of tender	28/02/2019
2	Pre Bid Meeting	05/03/2019, @ 15.00 hrs
3	Bid proposal submission last date	18/03/2019, @ 15.00 hrs
4	Financial bid opening date	20/03/2019, @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.

2.6.1. PRE-PROPOSAL CONFERENCE

Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. A maximum of four representatives on behalf of each Applicant shall be allowed to participate.

During the course of Pre-Proposal Conference, the Applicants will be free to seek

clarification and make suggestions for consideration by the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

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 for each cluster 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.
- 2.10.8. 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.

2.11. 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	Percent age
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	5%

	the date of submission of corrected draft from the Authority	
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%

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. 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.
3. 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 **Technical Feasibility 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	Proposed Cluster
1	Krishnanagar, Nabadwip, Taherpur
2	Santipur, Ranaghat, Birnagar, Coopers Camp
3	Bhatpara, Naihati
4	Kalyani, Gayeshpur, Kanchrapara, Garulia, Halisahar, Haringhata

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 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%

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.

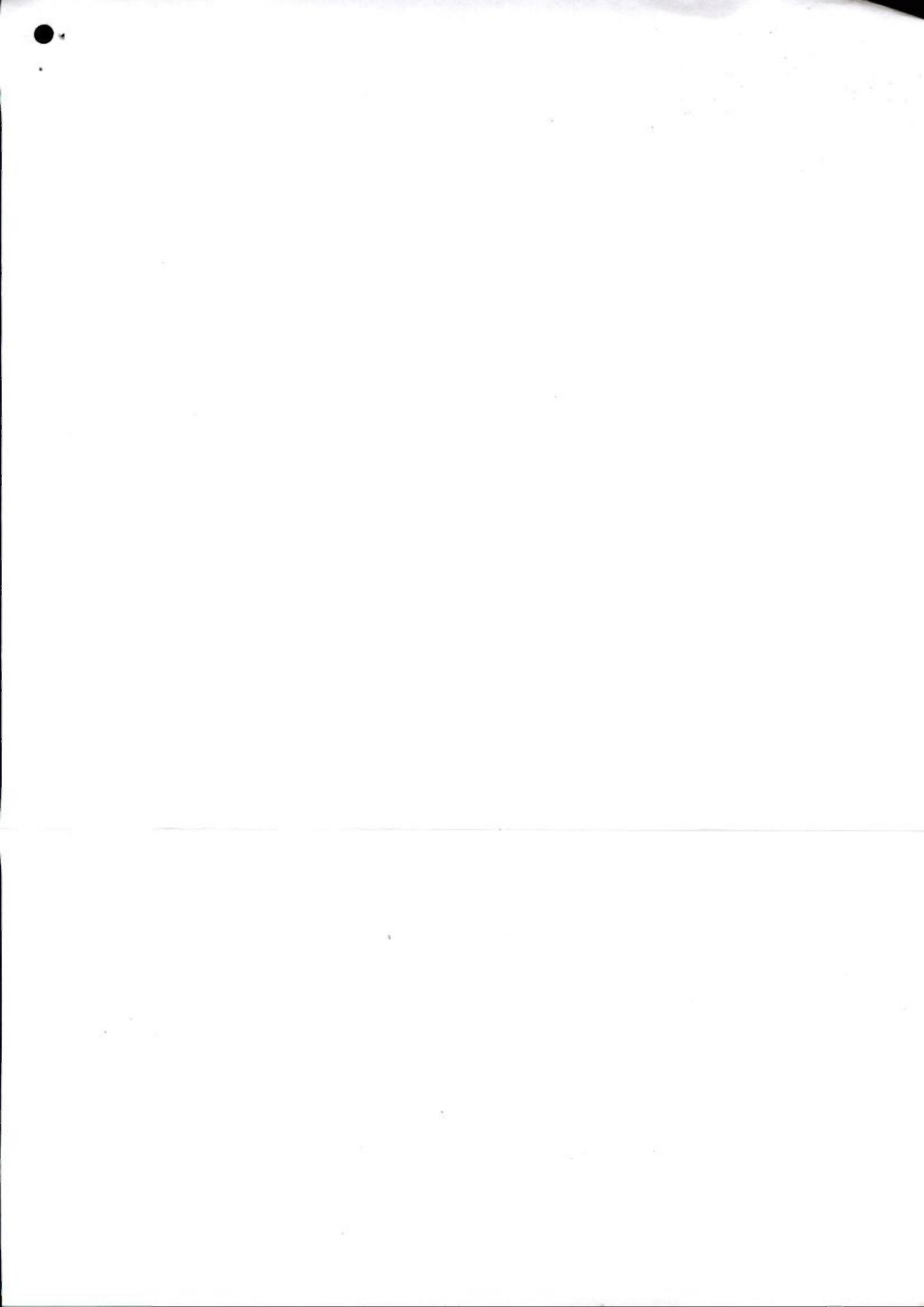
Director, SUDA

Cluster-2

Taherpur

Krishnanagar

Nabadwip



Taherpur

- i) Population : 20,894
- ii) No. Of Household : 5,710
- iii) Waste generation : 17.15 TPD
- iv) There is an existing dumping ground measuring 3 acres ,also there is more land available near to the existing one which is also measuring 3 acres.
- v) Land Available: 6 Acres
- vi) The land is in possession with the ULB.
- vii) Nearest water bodies : No such major water bodies nearer to the land.
- viii) Nearest Airport : No airport in the radius of 25 Kms.

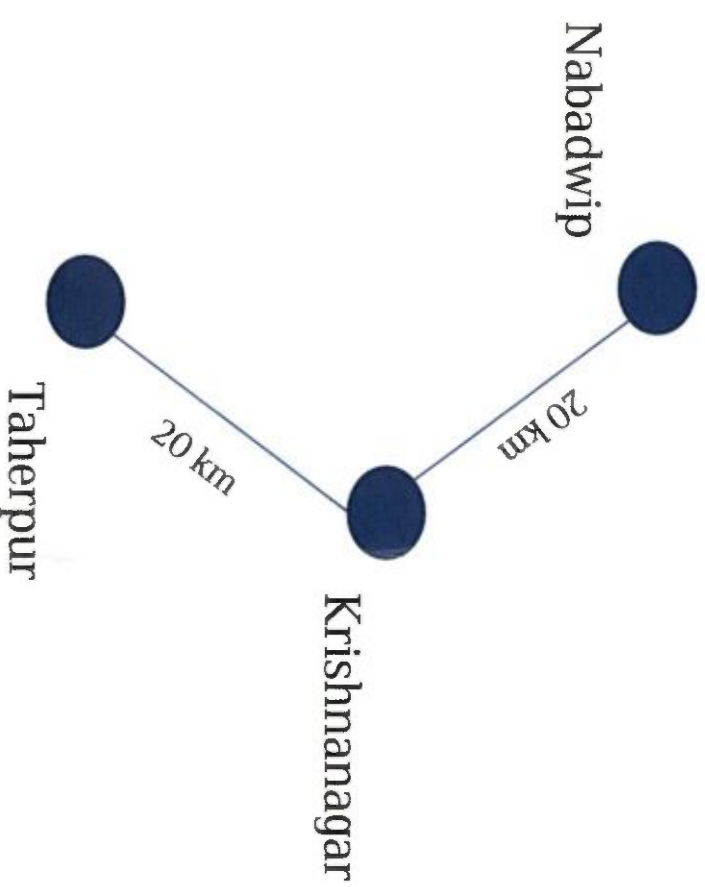
Krishnanagar

- i) Population : 1,53,062
- ii) No. Of Household : 41,833
- iii) Waste generation : 127 TPD
- iv) There is an existing dumping ground measuring 15 acres most of the area is full of legacy waste, though ULB has engaged a third party named "ROHINI F.S. PVT. LTD." To run a compost plant. The plant is running from 2015 & had cleared near about 30% of the legacy waste till date.
- vi) The land is in possession with the ULB.
- vii) Nearest water bodies : No such major water bodies nearer to the land.
- Viii) Nearest Airport : No airport in the radius of 25 Kms.

Nabadwip

- i) Population : 1,25,543
- ii) No. Of Household : 34,312
- iii) Waste generation : 105 TPD
- iv) There is an existing dumping ground measuring 9 acres ,also there is more land available near to the existing one which is also measuring 3 acres.
- v) Land Available: 6 Acres
- vi) The land is in possession with the ULB.
- vii) Nearest water bodies : No such major water bodies nearer to the land.
- Viii) Nearest Airport : No airport in the radius of 25 Kms.

The total generation of this three ULB's is found 249.15 TPD. The total population is found as per 2011 census is 2,99,499.00 . Land available for Taherpur is 6 Acres in two parts, 15 Acres for Krishnanagar & 9 acres at nabadwip municipality. As per the geographical location, Krishnanagar is exactly at the centre of those 3 Municipalities. It may be proposed that the MLSF may be constructed at Krishnanagar existing Dumping Ground. Separate processing plant for wet waste may be proposed separately for each ULB's.



Cluster-7

Coochbehar

Alipurduar

Tufangunje

Dinhata

Coochbehar

- i) Population : 77,935
- ii) No. Of Household : 28,375
- iii) Waste generation : 45.69 TPD
- iv) Land Available : 6.75 Acres
- v) Land is in possession with ULB
- vi) Nearest water bodies : Dumping ground is on the Banks of river Torsha. As per EO of Coochbehar Municipality ,the Dumping ground goes under water during the rainy season. Also there is a Water Treatment Plant in the downstream of River Torsha at the distance of 600-700 meters from the Dumping Ground.
- Vii) Nearest Airport : There is a Airport at a Distance of 4 km (Approx.). Though it is not in operation recently.

Alipurduar

- i) Population : 65,232
- ii) No. Of Household : 21,000
- iii) Waste generation : 29.35 TPD
- iv) There is no existing dumping ground also there is no door to door collection done by ULB.
- v) Land Available : 10.99 Acres
- vi) There is some problem with the available land. Local people is against a SWM project.
- vii) Nearest water bodies : No such major water bodies nearer to the land.
- Viii) Nearest Airport : No airport in the radius of 25 Kms.

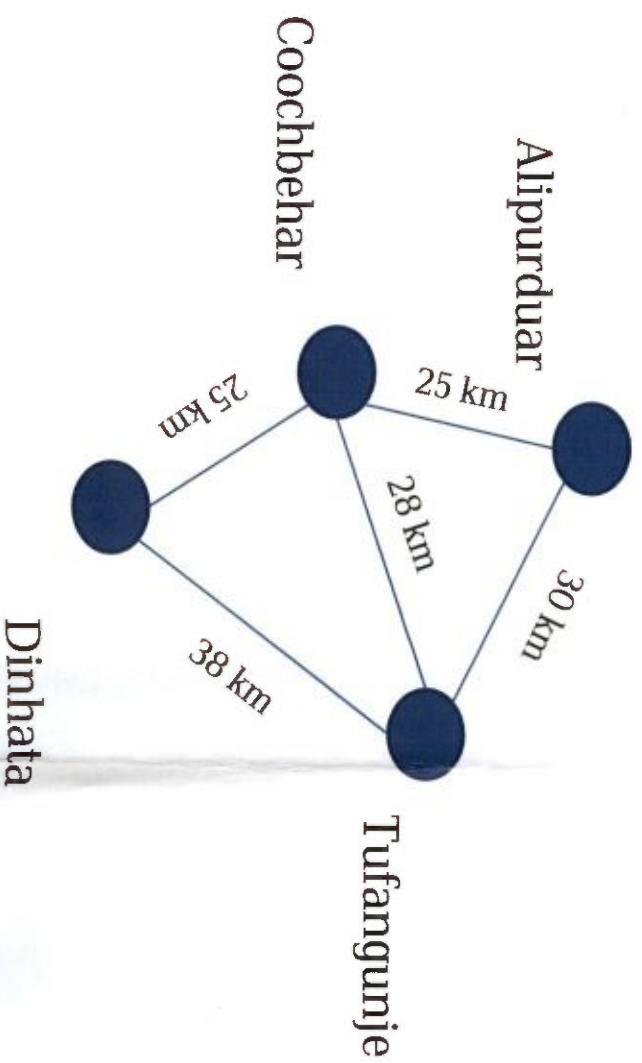
Tufangunjje

- i) Population : 20,998
- ii) No. Of Household : 5,739
- iii) Waste generation : 17.35 TPD
- iv) There is an existing dumping ground measuring 2 acres which is already full of waste also there is an alternate land measuring 5 acres at Nakkatigach Gram Panchyet, Tufangunjje-I P.S.
- v) Land Available : 5 Acres
- vi) The land is in possession with the ULB.
- vii) Nearest water bodies : No such major water bodies nearer to the land.
- Viii) Nearest Airport : No airport in the radius of 25 Kms.

Dinhata

- i) Population : 36,124
- ii) No. Of Household : 9,873
- iii) Waste generation : 30.42 TPD
- iv) There is an existing dumping ground measuring 1 acres .
- v) Land Available: 1 Acres
- vi) The land is in possession with the ULB.
- vii) Nearest water bodies : No such major water bodies nearer to the land.
- Viii) Nearest Airport : No airport in the radius of 25 Kms.

The total generation of this four ULB's is found 112.81 TPD. The total population is found as per 2011 census is 1,99,249.00 . After studying the geo-graphical location it may be seen that placing of a central MSLF to accommodate inert waste may be at Coochbehar municipality. But as per site report land availability at Coochbehar may be rechecked . On the other hand ,in Alipurduar 11 acres of land is available which may be suitable to construct a MSLF ,but in that case Dinahata will have to travel a long distance of 50 km to reach the said Landfill at Alipurduar. All four ULB's may be asked to submit a report considering the construction of MSLF at Alipurduar. Separate processing plant for wet waste may be proposed separately for each ULB's.



Cluster-3

Ranaghat

Santipur

Birnagar

Cooper's Camp

RANAGHAT

- i) Population : 75,365
- ii) No. Of Household : 20,598
- iii) Waste generation : 63.20 TPD
- iv) Land Available : 6.30 Acres. Out of this land, nearly 5 acres of land is full of legacy waste & 1.30 acres is free land.
- v) Land is in possession with ULB
- vi) Nearest water bodies : No such water bodies is seen near the dumping ground.
- Vii) Nearest Airport : There is no Airport nearby.

Santipur

- i) Population : 1,51,777
- ii) No. Of Household : 41,482
- iii) Waste generation : 126.50 TPD
- iv) Land Available : Nearly 5.00 acres of land available. The city is full of waste here & there. Though they have dumping ground available but wastes seen on the flanges of the roads everywhere.
- v) The land is in possession with the ULB.
- vi) Nearest water bodies : No such major water bodies nearer to the land.
- Vii) Nearest Airport : No airport in the radius of 25 Kms.

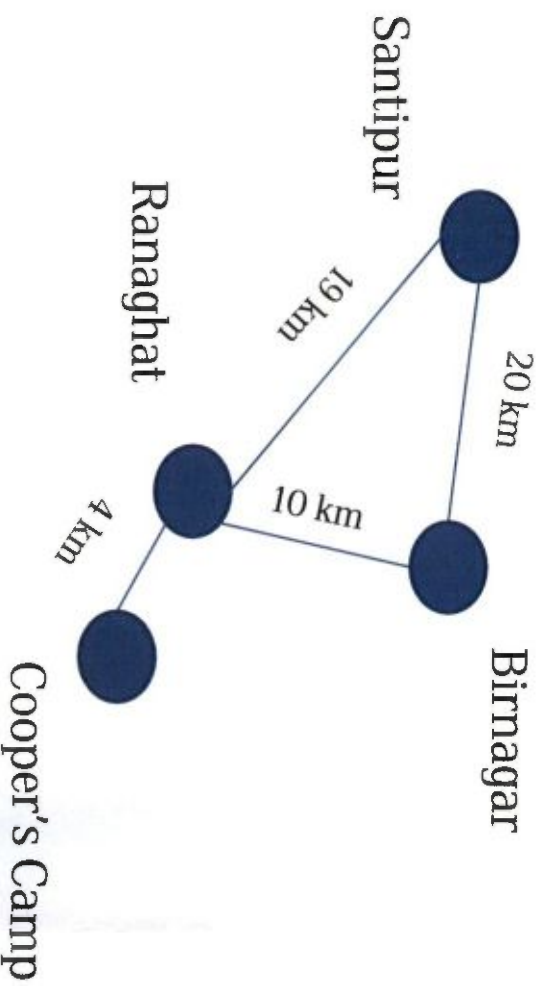
Birnagar

- i) Population : 30,799
- ii) No. Of Household : 8,418
- iii) Waste generation : 26.10 TPD
- iv) There is no dumping ground available at present, they dump the entire waste in the municipality office premises which may lead to serious health hazards. Though they have two lands available for dumping but for local agitation they can't use the available land.
- v) Land Available : 7 acres(Mango Plantation) & 1.4 acres under khisma gram panchayet,Ranaghat-I P.S
- vi) The land is in possession with the ULB.
- vii) Nearest water bodies : No such major water bodies nearer to the land.
- Viii) Nearest Airport : No airport in the radius of 25 Kms.

Cooper's Camp

- i) Population : 18,843
- ii) No. Of Household : 5,150
- iii) Waste generation : 16.34 TPD
- iv) There is no dumping ground available, they dump the waste in a very unscientific way.
- v) Land Available: No land available.

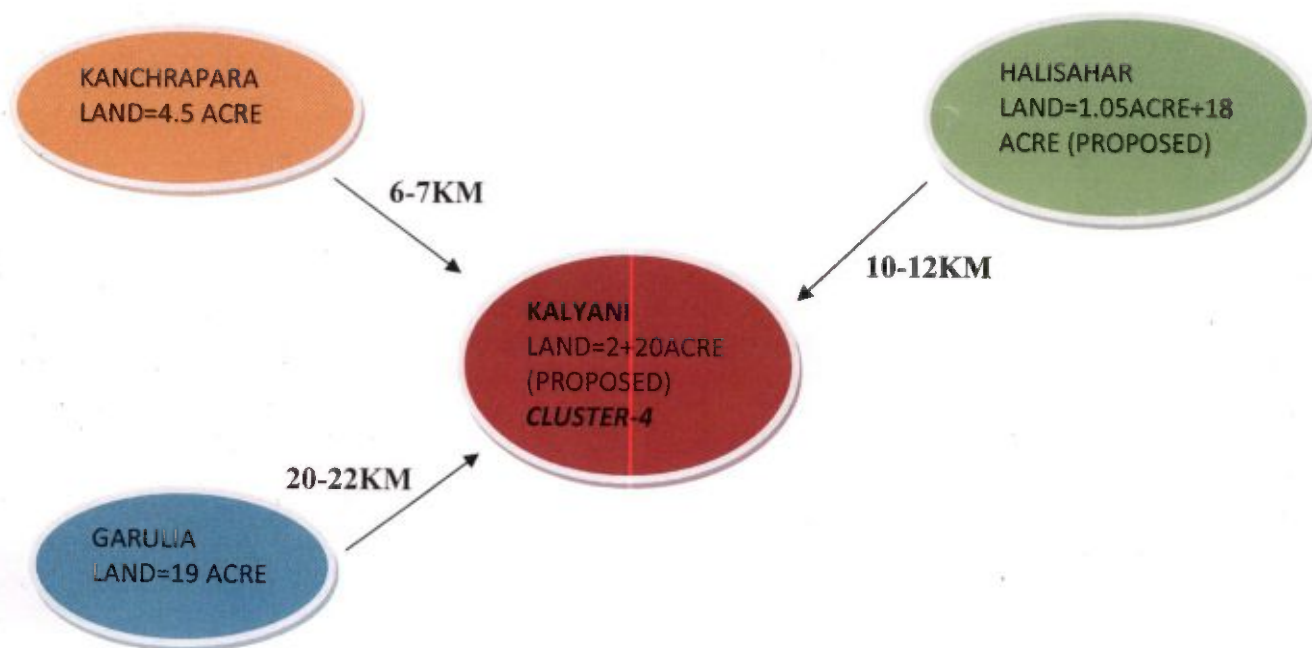
The total generation of this four ULB's is found 232.14 TPD. The total population is found as per 2011 census is 1,76,784.00 . After studying the geo-graphical location it may be seen that placing of a central MSLF to accommodate inert waste may be at Ranaghat municipality. But as per site report land availability at Coochbehar may be rechecked . On the other hand ,in Santipur 5 acres of land is available which may be suitable to construct a. All four ULB's may be asked to submit a report considering the construction of MSLF at Ranaghat or Santipur. Separate processing plant for wet waste may be proposed separately for each ULB's except Cooper's Camp as they have no land available presently. Chairman Cooper's may be asked to spot a land for SWM.



VISIT REPORT OF DIFFERENT ULB ON 8/2 AND 14/2

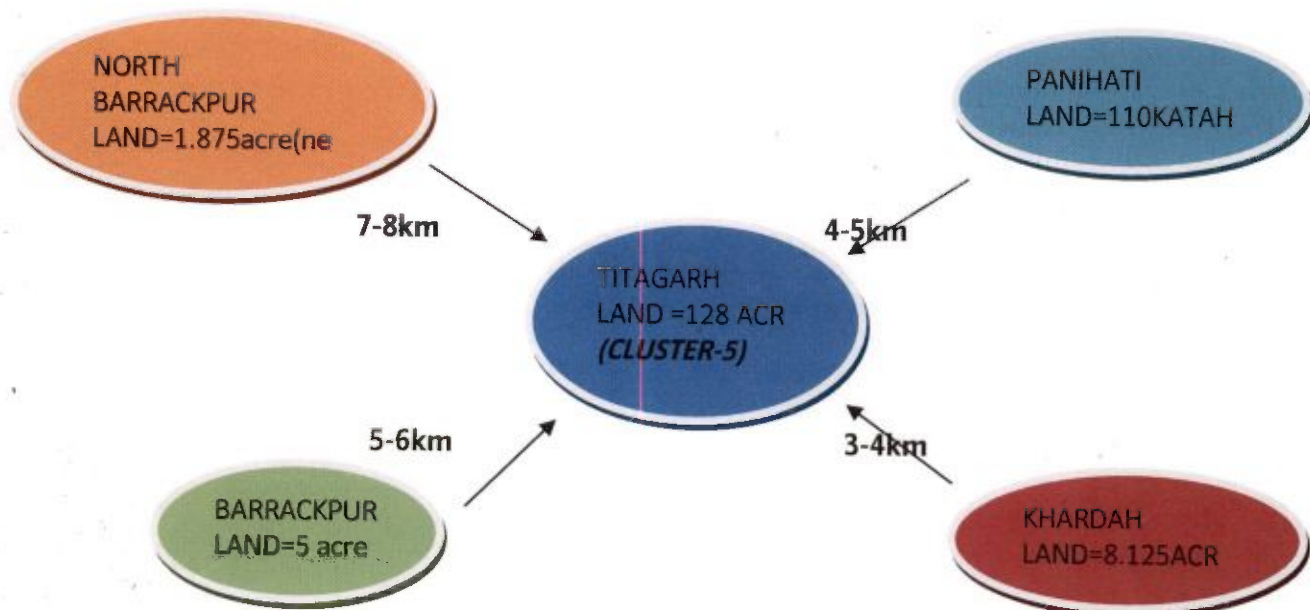
For cl-4 (kalyani-kanchrapara-halisahar-garulia)

- 1) **Kalyani municipality** has 2.0 acre land of existing dumping ground. Proposal for 20 acre of land for future SLF beside existing dumping gr. The proposal sent to UD & MA dept. by concerned ULB. The entry & exit road of existing dumping ground is narrow & crowded. Total population **100620(AS PER 2011 SENSUS)** and waste generation **55 tpd**. Cluster mode project may possible if the concerned land of 20 acre may available with SLF, compost plant with transfer station.
- 2) **Kanchrapara municipality** has existing dumping ground of 4.5 acre, part of land where WTP is construction is going on by KMDA. For SWM project DPR has been prepared by KMDA. The entry & exit road of existing dumping ground is narrow & crowded. Legacy waste may be treated by construction of compost plant. . Total population **129735(AS PER 2011 SENSUS)** and waste generation **65 tpd**. .kalyani damping gr. to kachrapara distance about 6-7 km.
- 3) **Halisahar municipality** has existing dumping ground of 1.05 acre. A proposal to acquire land of 29 bigha, sent to UD & MA dept. by concerned ULB. Total population **124489(AS PER 2011 SENSUS)** and waste generation 45-50 **tpd**. Existing dumping gr. May be reclaimed by transfer station with compost plant. kalyani damping gr. to halisahar distance about 10-12 km.
- 4) **Garulia municipality** has existing dumping ground of 30 bigha. Trans municipal project with North barrackpur municipality is going on in existing dumping gr. Vermin-compost plant which was constructed by KMDA, suspended since 2011 due to shortage of fund. Total population **86330(AS PER 2011 SENSUS)** and waste generation 32 **tpd**. Distance between kalyani to garulia about 20-22 km.



For cl-5 (Panihati-titagarh-khardah)

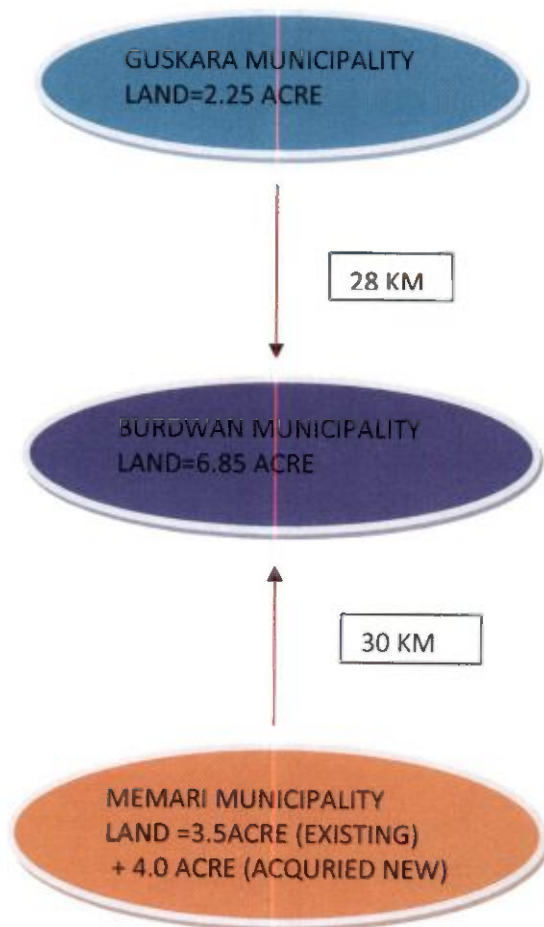
- 1) **Panihati municipality** has 110katha land of existing dumping ground. For SWM (waste to compost) project DPR has been prepared by KMDA & tender is under process at Mahispota. Total population 377351 (*AS PER 2011 SENSUS*) and waste generation 169 *tpd*. Existing dumping gr. may be reclaimed by transfer station with compost plant. Distance between panihati to titagarh dumping gr approximately 4-5km.
- 2) **khardah municipality** has 13 bigha land of existing dumping ground. The entry & exit road of existing dumping ground is narrow & crowd. Total population 109000 (*AS PER 2011 SENSUS*) and waste generation 60-65 *tpd*. Existing dumping gr. may be reclaimed by transfer station with compost plant. Distance between khardah to titagarh dumping gr approximately 3-4km.
- 3) **Titagarh municipality** has 25 bigha land of existing dumping ground form total acquired land of 205 bigha. The entry & exit road of existing dumping ground is narrow & crowd. For SWM project DPR preparation is going on by KMDA. Cluster mode project may possible with panihati & khardah municipality. land is available for MSLF, compost plant with transfer station. Total population 116500 (*AS PER 2011 SENSUS*) and waste generation 60-65 *tpd*.
- 4) **Barrackpur municipality** has 5 acre land of existing dumping ground. Vermi-compost plant is dead & windrow compost plant is suspended since july 2018 due to shortage of fund & inadequate land. Proposed land fill site nil. Total population 152789 (*AS PER 2011 SENSUS*) and waste generation 50 *tpd*. May be re generate the existing compost plant.
- 5) **North Barrackpur municipality**. Trans-municipal project with Garulia municipality is going on in existing dumping gr at garulia. New acquired land of approx 3 bigha beside kalyani Exp.whose distance from ULB approximately 5-7km. where partly boundary wall is completed. Compost plant with transfer station may be possible in new acquired land. Total population 132806 (*AS PER 2011 SENSUS*) and waste generation 47 *tpd*.



VISIT REPORT OF DIFFERENT ULB ON 4/3

For cl- (GUSKARA-BURDWAN-MEMARI):

- 1) **Guskara municipality** has 2.52 acre land of existing dumping ground beside KUNU River. Kunu River is connected with Ajay River. The whole dumping ground becomes flooded at high flooded time. Total population **35374 (AS PER 2011 SENSUS)**, **7722 existing household** and waste generation **28 tpd**. Nearest ULB BURDWAN **28km** form Guskara. Suggested for different location of dumping ground as early where no water body is connected.
- 2) **Burdwan municipality** has 6.85 acre land of existing dumping ground beside BAKA irrigation canal. Total population **314638 (AS PER 2011 SENSUS)**, **63012 existing household** and waste generation **130-140 tpd**. DPR is prepared by MEDte. And sanctioned for SWM project.
- 3) **Memari municipality** has 3.5 acre land of existing dumping ground beside irrigation canal and acquired 4.0acre land for future dumping ground. Total population **41455 (AS PER 2011 SENSUS)**, **12536 existing household** and waste generation **10 tpd**. Nearest ULB BURDWAN **30km** form Memari. For reclaimed existing ground proposal go through KMDA.



MEMARI MUNICIPALITY

- 1) *POPULATION:-41455 (AS PER 2011 SENSUS)*
- 2) *Holding:-12536 (APPROX)*
- 3) *Waste generation:- 10 tpd
Biodegradable :- (50-60) %*
- 4) *Existing dumping ground:-3.5 ACRE*
- 5) *Possession on ULB:-Yes*
- 6) *Nearest water body:-irrigation canal.*
- 7) *Nearest habitat: - nil.*
- 8) *Nearest airport: - nil.*
- 9) *Existing dumping ground may be at optimum level as material recovery centre, composting: - ULB go through a proposal to KMDA for SWM project.*
- 10) *Proposed land fill site: - 4.0 acre newly acquired for future dumping ground.*

BURDWAN MUNICIPALITY

- 1) *POPULATION:-314638 (AS PER 2011 SENSUS)*
- 2) *Holding:-63012*
- 3) *Waste generation:- 130-140 tpd
Biodegradable :- (50-60) %*
- 4) *Existing dumping ground:-6.5 ACRE ,beside Kalna road*
- 5) *Possession on ULB:-Yes*
- 6) *Nearest water body:-Baka irrigation canal.*
- 7) *Nearest habitat: - few numbers of habitats are there.*
- 8) *Nearest airport: - nil.*
- 9) *Existing dumping ground may be at optimum level as material recovery centre, composting: - DPR prepared by MED and sanctioned for SWM project.*
- 9) *Proposed land fill site: - nil.*

GUSKARA MUNICIPALITY

- 1) *POPULATION:-35374 (AS PER 2011 SENSUS)*
- 2) *Holding:-6838 (AS PER 2011 SENSUS)*
- 3) *Waste generation:- 28 tpd*
- 4) *Existing dumping ground:-2.52 acre beside Kunu river .*
- 5) *Possession on ULB:-yes*
- 6) *Nearest water body:- Kunu river*
- 7) *Nearest habitat: - few numbers of habitats are there.*
- 8) *Nearest airport: - nil*

- 9) *Existing dumping ground may be at optimum level as material recovery centre, composting: - no proposal of reclamation because of land is in high flood region.*

- 11) *Proposed land fill site: - searching for new land.*