

#	Clause			Query/ Request		
	Clause 2.15 and Terms of Reference (TOR) for Transaction Adviser Pt (5)			Request modification in the clause as stated below.		
4.	Stage	Activity	Time Allocated	Stage	Activity	Time Allocated
	Stage 1	Submission of the Inception Report	10 days from signing date	Stage 1	Submission of the Inception Report	15 days from signing date
	Stage 2	Submission of Draft Feasibility Report	45 days from the Stage 1	Stage 2	Submission of Draft Feasibility Report	2.5 months from the Stage 1
	Stage 3	Submission of Final Feasibility Report along with action plan	10 days from approval of Stage 2	Stage 3	Submission of Final Feasibility Report along with action plan	15 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 4	Submission of the Draft EOIRFP for selection of Agency	2 months from approval of Stage 3
	Stage 5	Submission of the Final RFP for selection of Agency	10 days from approval of Stage 4	Stage 5	Submission of the Final EOIRFP for selection of Agency	15 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 6	Evaluation of the Tender Documents and recommendation for the Selected Agency	15 days from tender closing date (including extensions)
	Stage 7	Getting the Concession Agreement signed by the selected Agency	10 days from Stage 6	Stage 7	Getting the Concession Agreement signed by the selected Agency	NA

#	Clause	Query/ Request
5.	Terms of Reference (TOR) for Transaction Adviser Pt (7)(e) "Legal Consultant- TA can hire Legal firm for drafting and legal vetting of bid proposal."	<p>The scope of work for the Transaction Advisor includes legal review and preparation of contract agreements including concession agreement. These are legal documents where KPMG can provide only commercial inputs as we are not allowed to provide legal services -either directly or through sub-contracting.</p> <p>In light of the above, request the authority to confirm that "Hiring of Legal Consultants" implies that the transaction advisor can also form a consortium with a legal firm to be able to provide all the services under the scope. The empaneled TA shall be the Lead Member of the Consortium.</p>
6.	Terms of Reference (TOR) for Transaction Adviser Pt (3)- Scope of Work "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"	<p>As per our understanding, Feasibility Reports are required to be prepared from Primary (door-to-door) Collection stage. This is specifically required to align the primary collection structure with the proposed PPP structure and SWM model suggested in the feasibility report. However, as earlier in the TOR section it has been mentioned that "While the municipalities in many cases are able to carry out the first three functions reasonably effectively..." it is assumed that door-to-door collection shall be outside the purview of the PPP project scope. PPP partner shall only be engaged for SWM from the landfill disposal site and the ULBs shall continue to remain responsible for waste collection, segregation at intermediate storage points and ultimate transportation to the disposal ground.</p> <p>Please confirm.</p>
7.	Terms of Reference (TOR) for Transaction Adviser Pt (3)- Scope of Work While undertaking the feasibility study, the proposed cluster sites should be revisited 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.	<p>The scope of work in terms of "revisiting" of clusters should be limited to deleting an ULB from a given cluster or splitting a given cluster into 2 or more smaller clusters based on feasibility analysis. It should not involve study of additional towns not included in the same cluster. Please note.</p>
8.	Terms of Reference (TOR) Pt 11	<p>We note that there is sample contract document provided in the RFP. In accordance with our Firm's risk procedure, we therefore request</p>

#	Clause	Query/ Request
	The Contract document to be drafted in consultation with successful bidder and the clauses will be mutually decided.	SUDA to allow us to incorporate the following disclaimer as part of the Financial Proposal. This would make the proposal non-binding for us. <i>"This proposal is subject to satisfactory completion of our customary risk-procedures and execution of a valid services-contract by both organizations."</i> Please confirm.
9.	Terms of Reference (TOR)	The terms Detailed Project Report (DPR) and Feasibility Report have been interchangeably used throughout the TOR. Request confirmation from SUDA that this being a PPP project, Feasibility Report shall be the deliverable expected from TAs.
10.	Clause 1.4 – Schedule of Selection Process Bid proposal submission last date- 29/01/2019, @ 15.00 hrs.	Given the extremely short duration between the revised RFP publication date and the Bid submission date and your response to our queries, which will enable us to bid effectively, we request you to extend the submission deadline by at least 1 week.



Director SUDA <sbm.wbsuda@gmail.com>

Revised Bid Document for Selection of Transaction Advisor for Solid Waste Management on the basis of the Queries raised at Pre-Bid meeting on 08.01.2019

9 messages

Director SUDA <sbm.wbsuda@gmail.com>

Fri, Jan 18, 2019 at 11:53 AM

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

Cc: Subrata Gupta <subratagupta65@gmail.com>, secy.ma-wb@gov.in, Debarati Datta Gupta <debaratidattagupta@gmail.com>, BADRI NARAYAN Kar <karbnarayan@gmail.com>, jsmbw2016@gmail.com, amitavadas209@gmail.com, bkpal.suda@gmail.com, Sujay Mitra <sujay.mitra@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 **REVISED** bid document on the basis of the queries raised at pre-bid meeting held on 08.01.2019 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 Developers and Operators.

You are now requested to submit the bid in each cluster wise separately within 29th January 2019 at 3 PM.

Yours faithfully
Director, SUDA



REVISED RFP for engagement of TAs.pdf
1097K

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

Fri, Jan 18, 2019 at 11:53 AM

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REVISED RFP for engagement of TAs.pdf
1097K

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

Fri, Jan 18, 2019 at 1:56 PM

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

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

Date: Fri, Jan 18, 2019, 11:53 AM

Subject: Revised Bid Document for Selection of Transaction Advisor for Solid Waste Management on the basis of the Queries raised at Pre-Bid meeting on 08.01.2019

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>

Cc: Subrata Gupta <subratagupta65@gmail.com>, <secy.ma-wb@gov.in>, Debarati Datta Gupta <debaratidattagupta@gmail.com>, BADRI NARAYAN Kar <karbnarayan@gmail.com>, <jsmawb2016@gmail.com>, <amitavadas209@gmail.com>, <bcpal.suda@gmail.com>, Sujay Mitra <sujay.mitra@gmail.com>

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REVISED RFP for engagement of TAs.pdf
1097K

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

Fri, Jan 18, 2019 at 2:03 PM

[Quoted text hidden]



REVISED RFP for engagement of TAs.pdf
1097K

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

Fri, Jan 18, 2019 at 2:10 PM

To: <sumouleendra@kpmg.com>

[Quoted text hidden]



Gyan P Misra <Gyan.Misra@in.ey.com>

Mon, Jan 21, 2019 at 2:39 PM

To: Director SUDA <sbm.wbsuda@gmail.com>, "sujay.mitra@gmail.com" <sujay.mitra@gmail.com>, "bkpal.suda@gmail.com" <bkpal.suda@gmail.com>

Dear Sirs,

Thanks for sharing the revised RFP. We have following queries and a request for extending submission date:

1. **Form 2; Financial Proposal Format** – Although revised RFP clears that the GST will be excluded from the quote prices, however, para-1 of the format for Financial Proposal mentions total amount offered towards fee inclusive of all taxes and expenses, etc. We assume that all kind of taxes (including GST) is excluded from the quote price. Please clarify ?
2. **TOR; Section 3, Scope of work** – We understand that the consultant needs to submit the "Feasibility Report" as per the deliverables mentioned in the RFP. However, the scope of the work mentions the preparation of "Detailed Project Report (DPR)" for the respective clusters. Please clarify ?
3. **Clause 2.15, Time Schedule for Delivery** – The time required for the approval/acceptance of Draft feasibility report and draft RFP has been taken into account. However, there is no mention for the time required for the approval of Final submissions of these documents. Further, there is no mention of time line for the submission of concession agreement and inter ULB agreement. We request that a total time frame should be clarified incorporating submission of all the deliverables with appropriate delivery time.
4. **Last date of submission** – We request you to please extend the last date of submission by 20 days.

Warm regards,

--

Gyan Prakash Misra | Senior Advisor | Transaction Advisory Services

Ernst & Young LLP

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

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

From: Director SUDA [mailto:sbm.wbsuda@gmail.com]

Sent: Friday, January 18, 2019 11:53 AM

To: jagannarayan.padmanabhan@crisil.com; Abhaya K Agarwal <abhaya.agarwal@in.ey.com>; Ankur Kathuria <Ankur.Kathuria@in.ey.com>; sumouleendra@kpmg.com; yogesh.daruka@pwc.com; pankajbaksi@kpmg.com; darshan.parikh@crisil.com; Gyan P Misra <Gyan.Misra@in.ey.com>; am@ess.ind.in; achatterjee4@kpmg.com; ankushc@kpmg.com; parimal.joshi@crisil.com

Cc: Subrata Gupta <subratagupta65@gmail.com>; secy.ma-wb@gov.in; Debarati Datta Gupta <debaratidattagupta@gmail.com>; BADRI NARAYAN Kar <karbnarayan@gmail.com>; jsmawb2016@gmail.com; amitavadas209@gmail.com; bkpal.suda@gmail.com; Sujay Mitra <sujay.mitra@gmail.com>

Subject: Revised Bid Document for Selection of Transaction Advisor for Solid Waste Management on the basis of the Queries raised at Pre-Bid meeting on 08.01.2019

To

[Quoted text hidden]

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Ghosh, Sumouleendra <sumouleendra@kpmg.com>

Tue, Jan 22, 2019 at 7:23 PM

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

Cc: "sujay.mitra@gmail.com" <sujay.mitra@gmail.com>, "Chakraborty, Ankush" <ankushc@kpmg.com>

Dear Sir,

Please find attached our pre-bid queries in regards to the revised tender document issued on 18 January 2019.

Best regards

Sumouleendra

Sumouleendra Ghosh

Director

Infrastructure, Government & Healthcare

T +91 33 4403 4000

F +91 33 4403 4199

D +91 33 4403 4021

M +91 99030 43317

sumouleendra@kpmg.com

From: Director SUDA [mailto:sbm.wbsuda@gmail.com]

Sent: Friday, January 18, 2019 2:03 PM

To: Ghosh, Sumouleendra <sumouleendra@kpmg.com>

Subject: Fwd: Revised Bid Document for Selection of Transaction Advisor for Solid Waste Management on the basis of the Queries raised at Pre-Bid meeting on 08.01.2019

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 **Pre-bid queries_SUDA SWM_22.01.2019.pdf**
706K

Director SUDA <sbm.wbsuda@gmail.com>
To: amitavadas209@gmail.com, bkpai.suda@gmail.com

Tue, Jan 22, 2019 at 8:29 PM

[Quoted text hidden]

 **Pre-bid queries_SUDA SWM_22.01.2019.pdf**
706K

Ghosh, Sumouleendra <sumouleendra@kpmg.com>

Wed, Jan 23, 2019 at 11:24 AM

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

Cc: "sujay.mitra@gmail.com" <sujay.mitra@gmail.com>, "Chakraborty, Ankush" <ankushc@kpmg.com>

Dear Sir,

Further to our pre-bid queries sent yesterday, we would also like to request you to reduce the EMD amount from INR 4 lac per cluster to INR 1 lac per cluster.

Best regards

Sumouleendra

Sumouleendra Ghosh

Director

Infrastructure, Government & Healthcare

T +91 33 4403 4000

F +91 33 4403 4199

D +91 33 4403 4021

M +91 99030 43317

sumouleendra@kpmg.com

From: Ghosh, Sumouleendra

Sent: Tuesday, January 22, 2019 7:23 PM

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

Cc: 'sujay.mitra@gmail.com' <sujay.mitra@gmail.com>; Chakraborty, Ankush <ankushc@kpmg.com>

Subject: RE: Revised Bid Document for Selection of Transaction Advisor for Solid Waste Management on the basis of the Queries raised at Pre-Bid meeting on 08.01.2019

Dear Sir,

Please find attached our pre-bid queries in regards to the revised tender document issued on 18 January 2019.

Best regards

Sumouleendra

Sumouleendra Ghosh

Director

Infrastructure, Government & Healthcare

T +91 33 4403 4000

F +91 33 4403 4199

D +91 33 4403 4021

M +91 99030 43317

sumouleendra@kpmg.com

From: Director SUDA [mailto:sbm.wbsuda@gmail.com]

Sent: Friday, January 18, 2019 2:03 PM

To: Ghosh, Sumouleendra <sumouleendra@kpmg.com>

Subject: Fwd: Revised Bid Document for Selection of Transaction Advisor for Solid Waste Management on the basis of the Queries raised at Pre-Bid meeting on 08.01.2019

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REVISED

**Bid Document for Selection of Transaction Advisor
on the basis of the Queries raised by TAs at Pre-Bid
meeting held on 08.01.2019**

**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
December 2018**

Ref: SUDA-227/2018/1760

Dated: 18.01.2019

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 29.01.2019 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.

The Request for Proposal has been modified following queries raised by the Transaction Advisors in the Pre-bid Meeting held on 08.01.2019.

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

Yours faithfully,

Director, SUDA

Ref: SUDA-227/2018/1760

Dated: 18.01.2019

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	Bid proposal submission last date	29/01/2019, @ 15.00 hrs
2	Financial bid opening date	31/01/2019, @15.00 hrs

2. INSTRUCTIONS TO APPLICANTS

2.1. SUBMISSION OF PROPOSAL

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

2.2. CONDITIONS OF ELIGIBILITY OF APPLICANTS

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

2.3. VISIT TO AUTHORITY AND VERIFICATION OF INFORMATION

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

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

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

Address:

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

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

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

2.4. AMENDMENT OF RFP

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

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

2.5. RIGHT TO REJECT ANY OR ALL PROPOSALS

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

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

2.6. DUE DILIGENCE BY APPLICANTS

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

2.7. PREPARATION AND SUBMISSION OF PROPOSAL

- 2.7.1. The Proposal and all communications including supporting documents should be in English only.
- 2.7.2. The Proposal and its copy shall be signed by the authorized signatory of the applicant who shall sign in each page. In case of printed and published

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

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

2.8. PROPOSAL

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

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

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

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

2.9. FINANCIAL PROPOSAL

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

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

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

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

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

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

2.10. MANNER OF SUBMISSION OF PROPOSAL

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

2.11. MODIFICATION / SUBSTITUTION / WITHDRAWAL OF PROPOSALS

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

2.12. EVALUATION PROCESS

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

2.13. CLARIFICATIONS

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

2.14. APPOINTMENT OF TRANSACTION ADVISER

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

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

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

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

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

2.15. TIME SCHEDULE FOR DELIVERY

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

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

2.16. PAYMENT SCHEDULE

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

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

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

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

2.17. MISCELLANEOUS

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

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

- 2.17.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time to:
- (a) Suspend and / or cancel the Selection Process and / or amend and / or supplement the Selection Process or modify the dates or other terms of conditions relating thereto with intimation to the bidders.
 - (b) Confer with any Applicant in order to receive clarification or further information.
 - (c) Retain any information and / or evidence submitted to the Authority by, on behalf of and / or in relation to any Applicant; and / or
 - (d) Independently verify, disqualify, reject and / or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 2.17.3. It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder, pursuant hereto, and / or in connection herewith and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 2.17.4. All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.

2.18. TERMINATION OF THE ENGAGEMENT

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

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

3. DOCUMENTS

3.1. APPENDIX - I

Documents for Financial Proposal

The Financial Proposal includes the following documents:

Form 1: Covering Letter;

Form 2: Financial Proposal;

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

Form 4: Declaration on Manpower Support,

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

FINANCIAL PROPOSAL

Form - 1

Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

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

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

Ref : Your tender ID no. dated

Dear Sir,

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

The proposal is unconditional and unqualified.

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

in the Proposal and in the Appendix is true and correct and documents accompanying such Proposal are true copies of their respective originals.

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

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

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

Yours faithfully,

For and on behalf of

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

Form - 2

Financial Proposal

(Cluster No. & description: _____)

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

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

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

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

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

Notes:

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

Form-3

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

Ref:

Date:

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

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

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

Dear Sir,

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

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

Yours faithfully,

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

Form-4

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

Ref:

Date:

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

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

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

Dear Sir,

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

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

Yours faithfully,

For and on behalf of

(Signature, name and designation of the authorized signatory)

Power of Attorney

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

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

For (Signature, Name, Designation and Address)

Witnesses:

1) _____

2) _____

Notarised

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

Notes:

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

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

Terms of Reference (TOR) for Transaction Adviser

(1) Introduction

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

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

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

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

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

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

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

(2) Objectives

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

(3) Scope of Work/Description of Task

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

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

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

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

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

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

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

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

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

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

(4) Assignment for following Proposed Clusters:

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

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

As per feasibility of the project, clusters may redefined.

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

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

(5) Deliverables

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

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

(6) Expertise and Inputs:

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

(7) Profile of Key Manpower:

(a) Team leader

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

PNL
EY
KPMG
CRISIL

- 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.

PWL
BY
KPMG
CRISIL

(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

PWL
EY
KPMG
CRISIL

(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.

PWL
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CRISIL

(e) Legal Consultant

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

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EY
KPMG
CRISIL

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

(8) Working arrangement:

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

(9) Items to be provided by the SUDA:

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

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

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

(10) Items to be provided by the TA:

The TA shall organize and provide for:

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

(11) Payment Schedule/arrangement:

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

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

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

Director, SUDA

Reply of the Queries of the Transaction Advisors in Pre-bid meeting held on 08.01.2019

Page No	Clause No.	Clause details mentioned in floated RFP	Query of the Agency	Name of Agency	Reply with acceptance or Non acceptance with justification
1	Title	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	We request SUDA to change the name to "Request for Proposal 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" instead of "O&M Agency/s".	Ernst & Young LLP	May be accepted. To be read as "Request for Proposal 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"
7	1.4	The Authority would endeavor to adhere to the following schedule: Sl. No. List of Events Date & Time 1 Date of notification of tender 31/12/2018 2 Pre Bid Meeting 08/01/2019, @ 15.00 hrs 3 Bid proposal submission last date 22/01/2019, @ 15.00 hrs 4 Financial bid opening date 25/01/2019, @15.00 hrs	We request the authority to extend the bid due date at least by three weeks from issue of pre-bid clarifications	CRISIL	May not be accepted <i>7 days extend.</i>
9	2.7.	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.	Please clarify whether pre-proposal conference is the same as Pre-bid Meeting or will there be another meeting before submission of the bid?	Ernst & Young LLP	The Pre-bid meeting held on 08.01.2019 will suffice.
10	2.9.1.	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.	As per Clause 9.2 in Notification number 3738- F(V) dated 11 June 2018 issued by the Finance Department (PPP Cell), Government of West Bengal: "Since the empanelled TAs have already pre-qualified as capable of providing Transaction Advisory Services, further technical evaluation is not required. Procuring Authority may appoint the TAs based on the lowest financial quotes at least from three participating empanelled TAs" In light of the above clause, we request the authority to allow submission of Financial Bid related forms only for the subject project. Documents such as Power of Attorney, Letter of Proposal, Statement of Legal Capacity and other statutory documents were submitted in response to RFP for Empanelment (2018) of Transaction Advisors for PPP Projects in West Bengal. Thus submission of these additional documents again may be avoided in the interest of time. Power of Attorney may also be avoided especially for cases where the Name of Contact Person [appearing in the Notification number 3738-F(V) dated 11 June 2018 issued by the Finance Department (PPP Cell), Government of West Bengal] matches the signing authority for the subject project. Alternatively, these documents may be requested only from the Selected Bidder.	KPMG	Request to allow submission of Financial Bid in Form-2 may be accepted at the time of submission of bid documents. Other documents viz. Form-3 (Statement of legal capacity alongwith power of attorney) and Form-4 (Declaration of Manpower support) may be asked from the selected bidder only before signing of agreement. <i>Refer to the above clause</i>
10	2.9.2.	Earnest Money Deposit: 2% of total Bid amount in the form of Demand Draft in favour of State Urban Development Agency-SBM is to be submitted by each bidder as earnest money deposit. After selection of final Awardee, it will be returned to other bidders within 2 days (bidders will collect the same from SUDA office) and the same of the Awardee will be retained with SUDA. The EMD of the selected bidder will be converted to Security Deposit and will be retained till the completion of the contract.	We request SUDA to change the condition to specify the amount of EMD instead of "2% of bid amount" as this will lead to disclosure of bid price stated by consultant before opening of the Financial Bid.	Ernst & Young LLP	May be accepted. We may propose a lump sum amount of Rs. 2 lakh as an initial earnest money deposit 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 within 48 hours and they have to collect it from the office of SUDA. The Successful bidders will collect the same only after signing of Concessional Agreement. Not Accepted.
10	2.9.3.	Security Deposit: 10% of total Bid amount. There will be a deduction of 8% from each R/A bill, as Security Deposit and will be retained with SUDA till the completion of the contract.	The captioned clause is peculiar to engineering contracts. Since this is a consulting engagement, we request deletion of this clause. Security Deposit in the form of Bank Guarantee should be accepted by the authority.	CRISIL KPMG	Security Deposit in form of Bank Guranty may be accepted.

Page No	Clause No.	Clause details mentioned in floated RFP	Query of the Agency	Name of Agency	Reply with acceptance or Non acceptance with Justification
11	2.10.3.	While submitting the Financial Proposal, the Applicant shall ensure the following: (a) All the costs including tax liabilities 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 up to and including discharge of all obligations of the Transaction Advisor under the agreement.	request the authority that: (ii) "Period of performance" mentioned should be defined clearly as the time schedule given in RFP links "allocated time" to approval of previous stage. However, there is no mention of time for approval of previous stage. This makes the performance period indefinite. Therefore, it is recommend that the rates quoted should be valid for 6 months. Thereafter, suitable escalations to be allowed by the authority.	Ernst & Young LLP	7 days 90 days
			(j) All costs in the Financial Proposal should be excluding govt. taxes and levies as same keeps varying. Request modification in the clause since GST is determined by Government and GST rates may change from time to time. Consultancy fees to be quoted by the bidder should exclude GST, which should be payable at actuals by the Authority. However, if client wants all-inclusive bid, then the Financial Bid may be quoted based on prevailing GST rate. But at the time of invoicing, prevailing GST rate should be applicable and any impacts due to changes in GST should be absorbed by the client.	Ernst & Young LLP	Bidder will quote the base price excluding GST as applicable.
			We request the authority to consider price quotes exclusive of GST for CRISIL evaluation	KPMG	
11	2.11. 2.11.4.	MANNER OF SUBMISSION OF PROPOSAL Declaration for deployment of Team members as detailed in Terms of Reference should be submitted in Form 4 of Appendix-1.	We request the authority to clarify whether the expert team proposed in the RFP is to be mobilized at client location	CRISIL	Eligible bidder should submit Form-4 for deployment of team members. May not be necessary to mobilize the team at client location if the time frame of completion of works at every stages is strictly adhered to by the TA.
11	2.11.5.	Demand Draft of 2% of total Bid Amount in favour of State Urban Development Agency - SBM as Earnest Money.	Is it permitted to submit a bank guarantee instead of Demand Draft for EMD? If yes, will SUDA provide their standard format of BG?	Ernst & Young LLP	May not be accepted.
13	2.15. 2.15.3.	APPOINTMENT OF TRANSACTION ADVISOR After signing of the LOA, the Transaction Advisor will be required to enter into an agreement with SUDA.	We request SUDA to provide a copy of the Draft Agreement to be signed by both the parties. In addition, we would like to request SUDA to include general terms & conditions, mentioned in Appendix 1, in the draft agreement. In case, the department have any dissent in accepting the general terms and conditions, we would like to request SUDA to include the following clause in the RFP: "The shall recover from the Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequences, 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 recovery of such loss or damage was contemplated. The Authority shall not recover from the Consultant, 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 c/a\ms arising out of this Agreement or otherwise relating to the Services. The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Authority if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations" Please define "Commencement of Assignment". (ii) Please clarify whether deployment of 1 team member is sufficient to decide 'commencement of assignment' or do all team members need to be deployed to confirm the commencement. In the later case, please allow a period of maximum 60 days for mobilizing the team.	Ernst & Young LLP	agreement would be post selection after bidder will have to be in contact with in place of agent May not be accepted.
13	2.15.4.	COMMENCEMENT OF ASSIGNMENT: The Transaction Adviser shall commence the work as per the Terms of Reference within 7 (seven) days of the date of acceptance of the LOA or such other date as may be mutually agreed. 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.		Ernst & Young LLP	May not be accepted. Visit be taken care to be request
	2.16.	TIME SCHEDULE FOR DELIVERY			

Reply of the Queries of the Transaction Advisors in Pre-bid meeting held on 08.01.2019

Page No	Clause No.	Clause details mentioned in floated RFP	Query of the Agency	Name of Agency	Reply with acceptance or Non acceptance with Justification
1	Title	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 selection of O & M Agency/s	We request SUDA to change the name to "Request for Proposal 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" instead of "O&M Agency/s".	Ernst & Young LLP	May be accepted. To be read as "Request for Proposal 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"
7	1.4	The Authority would endeavor to adhere to the following schedule: Sl. No. List of Events Date & Time 1 Date of notification of tender 31/12/2018 2 Pre Bid Meeting 08/01/2019, @ 15.00 hrs 3 Bid proposal submission last date 22/01/2019, @ 15.00 hrs 4 Financial bid opening date 25/01/2019, @15.00 hrs	We request the authority to extend the bid due date at least by three weeks from issue of pre-bid clarifications	CRISIL	May not be accepted 7 days extend
9	2.7.	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.	Please clarify whether pre-proposal conference is the same as Pre-bid Meeting or will there be another meeting before submission of the bid?	Ernst & Young LLP	The Pre-bid meeting held on 08.01.2019 will suffice.
10	2.9.1.	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.	As per Clause 9.2 in Notification number 3738- F(V) dated 11 June 2018 issued by the Finance Department (PPP Cell), Government of West Bengal: "Since the empanelled TAs have already pre-qualified as capable of providing Transaction Advisory Services, further technical evaluation is not required. Procuring Authority may appoint the TAs based on the lowest financial quotes at least from three participating empanelled TAs" In light of the above clause, we request the authority to allow submission of Financial Bid related forms only for the subject project. Documents such as Power of Attorney, Letter of Proposal, Statement of Legal Capacity and other statutory documents were submitted in response to RFP for Empanelment (2018) of Transaction Advisors for PPP Projects in West Bengal. Thus submission of these additional documents again may be avoided in the interest of time. Power of Attorney may also be avoided especially for cases where the Name of Contact Person [appearing in the Notification number 3738-F(V) dated 11 June 2018 issued by the Finance Department (PPP Cell), Government of West Bengal] matches the signing authority for the subject project. Alternatively, these documents may be requested only from the Selected Bidder.	KPMG	Request to allow submission of Financial Bid in Form-2 may be accepted at the time of submission of bid documents. Other documents viz. Form-3 (Statement of legal capacity alongwith power of attorney) and Form-4 (Declaration of Manpower support) may be asked from the selected bidder only before signing of agreement. Reliance Gurpreet Singh Bharat Kumar
10	2.9.2.	Earnest Money Deposit: 2% of total Bid amount in the form of Demand Draft in favour of State Urban Development Agency-SBM is to be submitted by each bidder as earnest money deposit. After selection of final Awardee, it will be returned to other bidders within 2 days (bidders will collect the same from SUDA office) and the same of the Awardee will be retained with SUDA. The EMD of the selected bidder will be converted to Security Deposit and will be retained till the completion of the contract.	We request SUDA to change the condition to specify the amount of EMD instead of "2% of bid amount" as this will lead to disclosure of bid price stated by consultant before opening of the Financial Bid.	Ernst & Young LLP	May be accepted. We may propose a lump sum amount of Rs. 2 lakh as an initial earnest money deposit 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 within 48 hours and they have to collect it from the office of SUDA. The Successful bidders will collect the same only after signing of Concessional Agreement. Not Accepted.
10	2.9.3.	Security Deposit: 10% of total Bid amount. There will be a deduction of 8% from each R/A bill, as Security Deposit and will be retained with SUDA till the completion of the contract.	The captioned clause is peculiar to engineering contracts. Since this is a consulting engagement, we request deletion of this clause. Security Deposit in the form of Bank Guarantee should be accepted by the authority	CRISIL KPMG	Security Deposit in form of Bank Guranty may be accepted.

Page No	Clause No.	Clause details mentioned in floated RFP	Query of the Agency	Name of Agency	Reply with acceptance or Non acceptance with Justification
11	2.10.3.	While submitting the Financial Proposal, the Applicant shall ensure the following: (a) All the costs including tax liabilities 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 up to and including discharge of all obligations of the Transaction Advisor under the agreement.	request the authority that: (ii) "Period of performance" mentioned should be defined clearly as the time schedule given in RFP links "allocated time" to approval of previous stage. However, there is no mention of time for approval of previous stage. This makes the performance period indefinite. Therefore, it is recommend that the rates quoted should be valid for 6 months. Thereafter, suitable escalations to be allowed by the authority.	Ernst & Young LLP	2 days 3 days
			(i) All costs in the Financial Proposal should be excluding govt. taxes and levies as same keeps varying. Request modification in the clause since GST is determined by Government and GST rates may change from time to time. Consultancy fees to be quoted by the bidder should exclude GST, which should be payable at actuals by the Authority. However, if client wants all-inclusive bid, then the Financial Bid may be quoted based on prevailing GST rate. But at the time of invoicing, prevailing GST rate should be applicable and any impacts due to changes in GST should be absorbed by the client.	Ernst & Young LLP	Bidder will quote the base price excluding GST as applicable.
			We request the authority to consider price quotes exclusive of GST for evaluation	KPMG	
			We request the authority to clarify whether the expert team proposed in the RFP is to be mobilized at client location	CRSIL	
11	2.11. 2.11.4.	MANNER OF SUBMISSION OF PROPOSAL Declaration for deployment of Team members as detailed in Terms of Reference should be submitted in Form 4 of Appendix-I.	Is it permitted to submit a bank guarantee instead of Demand Draft for EMD? If yes, will SUDA provide their standard format of BG?	CRSIL	Eligible bidder should submit Form-4 for deployment of team members. May not be necessary to mobilize the team at client location if the time frame of completion of works at every stages is strictly adhered to by the TA. May not be accepted.
13	2.11.5. 2.15. 2.15.3.	Demand Draft of 2% of total Bid Amount in favour of State Urban Development Agency - SBM as Earnest Money. APPOINTMENT OF TRANSACTION ADVISOR After signing of the LOA, the Transaction Advisor will be required to enter into an agreement with SUDA.	We request SUDA to provide a copy of the Draft Agreement to be signed by both the parties. In addition, we would like to request SUDA to include general terms & conditions, mentioned in Appendix 1, in the draft agreement. In case, the department have any dissent in accepting the general terms and conditions, we would like to request SUDA to include the following clause in the RFP: "The shall recover from the Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequents, 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. The Authority shall not recover from the Consultant, 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. The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Authority if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations"	Ernst & Young LLP	agreement would be past selection of bidder will be taken into consideration in preparing the budget for the project May not be accepted at this stage.
13	2.15.4.	COMMENCEMENT OF ASSIGNMENT: The Transaction Adviser shall commence the work as per the Terms of Reference within 7 (seven) days of the date of acceptance of the LOA or such other date as may be mutually agreed. 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.	Please define "Commencement of Assignment". (ii) Please clarify whether deployment of 1 team member is sufficient to decide 'commencement of assignment' or do all team members need to be deployed to confirm the commencement. In the later case, please allow a period of maximum 60 days for mobilizing the team.	Ernst & Young LLP	May not be accepted. With be taken into consideration in preparing the budget for the project to be accepted
	2.16.	TIME SCHEDULE FOR DELIVERY			

Page No	Clause No.	Clause details mentioned in floated RFP	Query of the Agency	Name of Agency	Reply with acceptance or Non acceptance with Justification
13		<p>Stage Activity Time Allocated *</p> <p>Stage 1 Submission of the Inception Report 7 days from signing date</p> <p>Stage 2 Submission of Draft Feasibility Report 20days from the Stage 1</p> <p>Stage 3 Submission of Final Feasibility Report along with action plan 10 days from approval of Stage 2</p> <p>Stage 4 Submission of the Draft RFP for selection of Agency 20 days from approval of Stage 3</p> <p>Stage 5 Submission of the Final RFP for selection of Agency 10 days from approval of Stage 4</p> <p>Stage 6 Evaluation of the Tender Documents and recommendation for the Selected Agency 5 days from tender closing date</p> <p>Stage 7 Getting the Concession Agreement signed by the selected Agency 10 days from Stage 6</p> <p>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.</p> <p>* Time allocated given in the table above is indicative. The bidders may provide their assessed time frame during the pre-bid meeting. Following the pre-bid meeting the time frame will be finalized.</p>	<p>(i) Please allow 15 days for submission of Inception Report.</p> <p>(ii) Please allow minimum 60 days for submission of draft feasibility report as it will involve primary & secondary data collection from each ULB, waste characterization & several other studies and surveys.</p> <p>(iii) Stage 4 & 5 of time schedule should include submission of RFP, Inter-ULB and Model Concession Agreement as well.</p> <p>(iv) The time limit for Govt. approvals has not been defined. Factors like verification of experience before issuing the LOA has not been considered. It is submitted for PPP project after issuance of LoA the developer will register his SPV and CA will be signed between SPV and authority. Such activities are not factored into the time schedule for delivery.</p> <p>(v) Please clarify how much time will the Authority take after completion of stage 5 till tender closing date? For example, is there any requirement for taking tender approval from any State Level Committee, etc.?</p> <p>(vi) TAs involvement is envisaged only up to signing of CA. It is suggested that TA should also be assigned the responsibility of hand holding in achieving financial closure of project and monitoring of contract for at least 1 year.</p>	Ernst & Young LLP	<p>Stage 1 Submission of the Inception Report 25 days from signing date</p> <p>Stage 2 Submission of Draft Feasibility Report 60 days from the Stage 1</p> <p>Stage 3 Submission of Final Feasibility Report along with action plan 10 days from approval of Stage 2</p> <p>Stage 4 Submission of the Draft RFP for selection of Agency 20 days from approval of Stage 3</p> <p>Stage 5 Submission of the Final RFP for selection of Agency 10 days from approval of Stage 4</p> <p>Stage 6 Evaluation of the Tender Documents and recommendation for the Selected Agency 10 days from tender closing date</p> <p>Stage 7 Getting the Concession Agreement signed by the selected Agency 10 days from Stage 6</p> <p>TOTAL: 35 Days</p>
			<p>We suggest following modifications in the schedule</p> <p>Stage Activity Time</p> <p>1 Submission of Inception report 15 days from signing of contract</p> <p>2 Submission of Draft Feasibility report 1 month after approval of inception report</p> <p>3 Submission of Final Feasibility report 15 days after approval of draft FR</p> <p>4 Submission of draft RFP for selection of agency 20 days from approval of stage 3</p> <p>5 Submission of final RFP for selection of agency 10 days from approval of stage 4</p> <p>6 Evaluation of the Tender Documents and recommendation for the Selected Agency 15 days from Closing of bid due date</p> <p>7 Getting the Concession Agreement signed by the selected Agency 1 month from stage 6</p>	CRSIL	
			<p>Stage 1 Submission of the Inception Report 15 days from signing date</p> <p>Stage 2 Submission of Draft Feasibility Report 2.5 months from the Stage 1</p> <p>Stage 3 Submission of Final Feasibility Report along with action plan 15 days from approval of Stage 2</p> <p>Stage 4 Submission of the Draft EO/RFP for selection of Agency 2 months from approval of Stage 3</p> <p>Stage 5 Submission of the Final EO/RFP for selection of Agency 15 days from approval of Stage 4</p> <p>Stage 6 Evaluation of the Tender Documents and recommendation for the Selected Agency 15 days from tender closing date (including extensions)</p> <p>Stage 7 Getting the Concession Agreement signed by the selected Agency NA</p>	KPMG	
			<p>The timeline mentioned in the clause 2.16 in the Rfp is not realistic and need proper amendments, considering surveys, investigation, monitoring etc</p>	PWC	
13	2.17.	<p>PAYMENT SCHEDULE</p> <p>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.</p> <p>Stage Details of Stages Percentage</p> <p>Stage 1 Submission and acceptance of Draft Feasibility Report, upon acceptance of the</p>	(ii) We would like to request the Authority to divide the payment between submission and acceptance of reports. For example: In first milestone, 15% payment can be made on submission of draft feasibility report and rest 5% can be made on acceptance.	Ernst & Young LLP	<p>Stage 1A Submission of Inception report of TA 5%</p> <p>Stage 1B Acceptance of Inception report by the Authority 5%</p> <p>Stage 2A Submission of Draft Feasibility Report by the TA 10%</p> <p>Stage 2B Acceptance of Draft Feasibility Report, by the Authority</p>

[illegible]

Page No	Clause No.	Clause details mentioned in floated RFP	Query of the Agency	Name of Agency	Reply with acceptance or Non acceptance with Justification
25	Clause Reference (3) - Scope of work/Description of task	<ul style="list-style-type: none"> Carry out feasibility study of the project in all respect including techno economic viability of existing cluster /proposed cluster of municipal bodies. Preparation of Detailed Project Report for Integrated Solid Waste Management for the municipal bodies involved in this project. Drafting of Request for Proposal (RFP) for selection of competent agency for carriage (as required) and processing of waste for the cluster. Assisting Solid Waste Management (SWM) Cell in managing the bid process including evaluation of bids and for selection of successful agency for the cluster. Drafting of Tripartite Agreement between Municipal Bodies in the Cluster, the SWM Cell of the Department and the Selected Agency. 	<p>(i) DPR should be replaced by TFR.</p> <p>(ii) Tripartite agreement - we suggest SUDA should not become party to the concession agreement. It should be signed by Lead ULB and Participating ULBs as cosignatories with project developer.</p> <p>2. The TA assignment shall be phased in two different parts - • Part I - Investment Banking Report (if applicable), Techno-Economic Feasibility Report, Detailed Project Report, Environment Impact Assessment Study Report • PART II - Prepare bid documents (RFP, Concession Agreement etc.) and manage bid process till signing of Concession Accordingly, the financial quote and payment terms to the successful TA consultant shall be linked up with the above phases, separately.</p>	Ernst & Young LLP	May not be accepted.
				PWC	May not be accepted.
		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.	<p>Authority to confirm if DPRs are required to be prepared from Primary (door-to-door) or Secondary (transfer station) Collection stage since earlier in the TOR section it has been mentioned "While the municipalities in many cases are able to carry out the first three functions reasonably effectively given appropriate support..."</p> <p>Key reasons for suggesting de-linking of the Primary Collection, Transportation and Disposal/ Processing/ Recycling of solid waste are as follows:</p> <p>a. Collection, transportation and disposal/ processing require different skill sets and there are different sets of private sector players available in the market for each area. Hence, if these three activities are clubbed under one project, number of bidders interested to undertake them would be limited. This may lead to reduction in competition.</p> <p>b. Primary collection and transportation are often managed by local vendors. These processes are also closely interlinked with informal livelihoods at local level. Hence any reforms or streamlining of such processes may require protracted stakeholder consultation and management. Whereas disposal and processing/ recycling activities may be undertaken by more organized players with requisite technical competence and such projects can be commissioned based on current and projected volume and composition of wastes being generated.</p> <p>Authority to clarify the following:</p> <p>(1) By Capital investment are we considering only 100% mobilized and/or constructed infrastructure or are we also including partly mobilized investment / constructed infrastructure</p> <p>(2) Please share detailed list of investment mobilized for all the 4 clusters</p>	KPMG	May be accepted. Since a comprehensive DPR right from the source after segregation till Scientific disposal of Waste strictly adhering to the protocol of SWM Rules, 2016, is to be prepared. 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 as per protocol of SWM Rules, 2016.
27		c) The Detailed Project Report for all ongoing projects should incorporate all capital investment already made.	<p>Authority to clarify the following:</p> <p>(1) By Capital investment are we considering only 100% mobilized and/or constructed infrastructure or are we also including partly mobilized investment / constructed infrastructure</p> <p>(2) Please share detailed list of investment mobilized for all the 4 clusters</p>	KPMG	In case of preparation of DPR, existing infrastructure should be considered optimally.
27			(iii) Clause 3 c) is not clear	Ernst & Young LLP	
27		d) The Detailed Project Report should be flexible with regard to technology for processing of waste and sanitary landfill.	It is suggested that TAs should provide the broad contours of the project such as Performance parameters, land constraints, throughput and other limitations, within which concessionaires are free and flexible to choose technology of choice	KPMG	May be accepted.
		e) Transaction Advisor should set up office for this purpose in a suitable location for ease of interaction.	Authority to confirm that an established office at Kolkata will suffice	KPMG	It is preferable that the TA should have an office setup at Kolkata for ease of interaction.
27		g) Transaction Advisor is advised to undertake visits to acclaimed projects in other states and study best practices.	Travel expenses should be reimbursed by SUDA.	Ernst & Young LLP	Travel expenses and related incidental charges for field visit to ascertain best practices will not be borne by SUDA. It the discretion of the TA whether or not to incorporate such cost at the time of submission of Financial Proposal.
28		. The existing cluster/proposed clusters may be revisited.	The scope of work in terms of "revisiting" of clusters should be limited to deleting an ULB from a given cluster based on feasibility analysis. It should not involve study of additional towns not included in the same cluster.	KPMG	To be read as, proposed cluster sites may be re-visited for suitable modification, if necessary. In the event of any addition of ULB, the cost of visit may be borne by the Authority.
28			There should be flexibility for TA consultant to revisit the cluster(s) while undertaking the feasibility study and then only the final clusterization process would be frozen in due consultation with SUDA. Accordingly, the cluster-wise DPR, RFP (concession RIP for implementation) may be prepared further.	PWC	May be accepted.

Handwritten notes:
 It will be decided by the authority.
 The cost of visit may be borne by the Authority.
 May be accepted.

Page No	Clause No.	Clause details mentioned in floated RFP	Query of the Agency	Name of Agency	Reply with acceptance or Non acceptance with Justification
		<ul style="list-style-type: none"> Collection, segregation and transportation of wastes shall be the responsibility of the ULB or of operating agency and the installation and management of Processing Plant and Sanitary Landfill site will be the responsibility of the operating agency. Incentive on performance for all stakeholders. A flow chart for all types of wastes from source up to the processing plant/Landfill to be developed. Necessary clearances to be obtained from the Department of Environment, West Bengal Pollution Control Board and other regulatory bodies, on behalf of operating agency. New technology should be backed by necessary certificate/s from the proper authority. Effective Operation & Management System is to be for at least 20 years. Land for processing plant and sanitary landfill site is to be identified. Segregation and processing of recyclable waste, Bio degradable waste, e-waste, all kinds of Solid Waste, Construction & Demolition (C&D) waste and other waste in general is to be ensured effectively and separately. Scope of work should be customized on available field data and technology for each cluster/project. Proposal should be inclusive of institutional structures required for implementation of projects and operation & maintenance thereof with private sector financing. Principal objective; achievement of cent percent disposal and processing of waste and to maintain this status. 	Not Clear	Ernst & Young LLP	May be read as, 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.
			Not Clear	Ernst & Young LLP	A clear pictorial representation of the plan should be developed by the TA itself in their Report.
			Authority to clarify the following: (1) Necessary clearances need to be secured by the Concessionaire with assistance from SUDA/ other relevant Government Agencies (2) TAs are only required to list and specify the clearances required for executing the proposed projects in the given clusters	KPMG	May be accepted.
			TA can only initiate in the approval process. The operator must obtained with the assistance by department (SUDA/ULB).	Ernst & Young LLP	
			Authority to clarify the meaning of the words "New", "necessary certificate" and "proper authority".	KPMG	New technology means the technology to be adopted. Necessary Certification means Pollution Clearance Certificate etc. Proper authority means Pollution Control Board and other regulatory authorities.
			We request the authority to clarify what certificates are expected. Also clarify what is meant by "proper authority"	CRISIL	
			Not applicable to TA	Ernst & Young LLP	
			should not be the part of RFP. It will be decided on Project to project basis with due consultation to SUDA and other agencies.	Ernst & Young LLP	May not be accepted.
			It is suggested that: (1) SUDA/ concerned Government department shall provide an exhaustive list of land parcels (with complete physical possession and unencumbered ownership under own title) available for SWM within a cluster (2) TAs shall identify the land only within the list supplied	KPMG	May be accepted
			If land is yet to be identified then how come any consultant can finish the work in the given time frame. Please reconcile.	Ernst & Young LLP	Dose not arise
			Is not Clear	Ernst & Young LLP	Adhere to Solid Waste Management Rules 2016.
			Is not Clear	Ernst & Young LLP	Remain unchanged.
			Which proposal please clarify?	Ernst & Young LLP	Proposals means Detailed Project Report (DPR).
			Principal objective; achievement of cent percent disposal and processing of Incoming waste and as available in existing landfill, and to maintain this status over the concession period	KPMG	May be accepted.
			Such clause should not be the part of RFP.	Ernst & Young LLP	May not be accepted.
29	4.2	Terms of Reference (TOR) for Transaction Adviser Pt (3)- Scope of Work (4) Assignment for following Proposed Clusters- Adjacent areas of Kolkata MC	Authority requested to specify ULBs/wards under the head - Adjacent areas of Kolkata MC. We note that there is no express limitation on our liability under the RFP. In accordance with standard industry practice, we assume that our aggregate liability for direct damages under this RFP shall be limited to one time the fees paid to us under a specific work order or statement of work. Please Confirm What is the limit and physical area of "Adjacent areas of Kolkata MC" as included in the Cluster 2	Ernst & Young LLP KPMG	Wards of KMC adjoining to Bidhannagar MC.
29	Clause Reference (4)	One Transaction Advisor can Participate for maximum 3 (Three) Clusters. And for each cluster application should be made in separate sealed envelope clearly mentioning name of the cluster on the subject line. Transaction Advisor should submit proposal for each cluster separately and should	Please clarify how many clusters will be awarded to each Consultant, if he will be L1 in all of them. Please provide the amount of waste generated in each cluster.	Ernst & Young LLP	Each one can apply for all the four cluster. For each Cluster, TA should submit separate proposal in Form -2, and the probability of one agency getting the offer of Four Clusters if become L1. In each case may be accepted following Financial Rule.

Page No	Clause No.	Clause details mentioned in floated RFP	Query of the Agency	Name of Agency	Reply with acceptance or Non acceptance with Justification
		mention the name of ULBs of that cluster.	Request authority to waive off any restriction in participation. All TAs should be allowed to participate in all clusters. Maximum number of clusters to be allotted may be limited to 2 or 3, if the client so desires. In case same bidder wins more than the stipulated no of clusters, L2 may be invited to match L1 price for the additional clusters	KPMG	Separate proposal in one form -4 comprising of manpower details will suffice for all the clusters.
29	7	Profile of Key Manpower: (a) Team leader - 15 years' experience, Bachelor in Engineering with Post Graduate Degree in Management - Experience in leading at least 3 projects in the Solid Waste Management on PPP basis	We request you to relax the educational qualification as follows: (a) Team leader 10 years' experience, Bachelor in Engineering/MBA/ M.Plan - Experience in leading at least 3 projects of Urban/Infrastructure sector project on PPP basis.	Ernst & Young LLP	May be accepted. To be read as (a) Team leader - 10 years' experience, Bachelor in Engineering with Post Graduate Degree in Management/M.Plan/ CA - Experience in leading at least 3 projects in SWM/ urban infrastructure sector on PPP basis Please specify whether the person is associated with this company or outsourced. If outsourced, submit the certificate of the incumbent showing their interest
			Request modification in the clause as stated below. (a) Team leader - 15 years' experience, Bachelor in Engineering with Post Graduate Degree in Management/ CA - Experience in leading at least 3 projects in the urban infrastructure sector on PPP basis (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.	KPMG	May be accepted. To be read as 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
29		(b) Solid Waste Management Specialist - 10 years' experience, Bachelor in Engineering with relevant Post Graduate Degree - Experience in handling at least 3 Solid Waste Management projects involving feasibility assessment, operations, technical aspects etc.	(c) PPP specialist - 5 years' experience, Post Graduate Degree in Management/ Finance/ Economics - Experience in handling at least 3 transaction projects executed in PPP mode	Ernst & Young LLP	May be accepted. To be read as (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
29		(c) PPP specialist - 10 years' experience, Post Graduate Degree in Management/ Finance/ Economics - Experience in handling at least 3 transaction projects executed in PPP mode	(d) Financial Analyst - 8 years' experience, Post Graduate in Management/ Finance/ Economics - Experience in at least 3 such projects executed in PPP mode and should have handled at least one project.	Ernst & Young LLP	May be accepted. To be read as (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. Request modification in the clause as stated below. (d) Financial Analyst - 5 years' experience, Post Graduate in Management/ Finance/ Economics - Experience in at least 2 such projects executed in PPP mode.
			(e) Legal Advisor - should be LLB - 15 years' experience in High Court. - Experience in at least 3 projects, preferably similar in nature, executed on PPP mode	KPMG	May be accepted. To be read as (e) Legal Advisor - should be LLB - 15 years' experience in High Court. - Experience in at least 3 projects, preferably similar in nature, executed on 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
29		(e) Legal Advisor - should be LLB - 15 years' experience in High Court. - Experience in at least 3 projects, preferably similar in nature, executed on PPP mode	(f) Legal Advisor - should be LLB - 15 years' experience in at least 2 projects, preferably similar in nature, executed on PPP mode	Ernst & Young LLP	May be accepted. To be read as (f) Legal Advisor - should be LLB - 15 years' experience in at least 2 projects, preferably similar in nature, executed on 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

Agony Legal firm
attach copy

Page No	Clause No.	Clause details mentioned in floated RFP	Query of the Agency	Name of Agency	Reply with acceptance or Non acceptance with Justification
			<p>The scope of work for the Transaction Advisor includes legal review and preparation of contract agreements including concession agreement. These are legal documents where KPMG can provide only commercial inputs as we are not allowed to provide legal services -either directly or through sub-contracting.</p> <p>In light of the above, request the authority to confirm that the transaction advisor can form a consortium with a legal firm to be able to provide all the services under the scope. In case, formation of consortium is not allowed, TA may associate with a legal firm, who will be responsible independently to the client for the entire legal scope of work. This arrangement has been followed successfully in other GoWB TA projects in the past.</p>	KPMG	
			<p>We request the authority to consider following modification in the experience:</p> <ul style="list-style-type: none"> • Should be LLB • 15 year relevant experience • Experience of at least 1 project in urban sector or similar sector on PPP mode 	CRISIL	
30	9	SUDA will provide all the relevant information, documents and data available with them to the TA.		Ernst & Young LLP	All the data will be provided by SUDA and ULB to the TA and for that TA should inform the requirement of requisit data to the office of SUDA.
30	10	<p>The TA shall organize and provide for:</p> <ul style="list-style-type: none"> • Arrange for all transportation and travelling required for the TA • Accommodation to be provided by SUDA, however Administrative expenses will be borne by the selected bidder as necessary. • Any other as required for completion of assignment. 	<p>What about the data which is not available with SUDA? We request all the data should be provided by SUDA. Else SUDA should provide assistance in obtaining data from each ULB in the respective cluster.</p> <p>Accommodation should also be included in the budget of the TA. Total fee quoted shall be inclusive of all OPEs</p>	KPMG	May be accepted.
	Contract	Clause on liability	<p>We request the authority to include following clauses in the contract document:</p> <ul style="list-style-type: none"> • The total aggregate liability of Consultant, whether in contract, tort (including negligence) or otherwise, under or in connection with this agreement, shall in no circumstances exceed a sum equal to the fees paid or payable by the Client under this agreement. • In no event will Consultant be liable for any consequential, incidental, indirect, punitive or special losses or damages (including loss of profits, data, anticipated savings, business or goodwill), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, and even if advised of the likelihood of such damages. 	CRISIL	To be discussed and mutually decided at the time of contract obtaining Legal Vetting by the Legal Cell of UD&MA Department.
			<p>We note that there is no express limitation on our liability under the RFP. In accordance with standard industry practice, we assume that our aggregate liability for direct damages under this RFP shall be limited to one time the fees paid to us under a specific work order or statement of work. Please Confirm.</p>	KPMG	
		The status of the identified land -	<ul style="list-style-type: none"> • There may be possibility that the identified treatment and disposal site may not be sufficient in terms of area to set up the facility, which practically require a larger area (Example Ashoknagar disposal site) • The distance between proposed processing facility & disposal facility is substantially long, which may increase the transportation cost (Example NDITA site) • There might be a possibility of setting up transfer station for few cluster(s), sites for which are not yet identified 	PWC	Depending on the feasibility of the site, the authority will decide at the time of feasibility study.
				PWC	
				PWC	

Page No	Clause No.	Clause details mentioned in floated RFP	Query of the Agency	Name of Agency	Reply with acceptance or Non acceptance with Justification
			Under such conditions, whether the authority has a provision for alternative/ additional/ new land(s), which could be made available for the project? Kindly confirm	PWC	
			2. In Promadnagar, one project of construction of SLF & a compost plant is already under process, at a part of the same disposal site. Kindly indicate how such existing project(s) would be technically converged with the proposed project proposal?	PWC	Since the Technology is open so it is for the TA to suggest on the basis of their study.
			3. The environmental clearance status of the land for proposed treatment and disposal facility needs to be confirmed. In case, any statutory clearance is required from any nodal authority (at state or central level), to what extent the support/ facilitation would be provided from SUDA/ KMDA to the TA consultant?	PWC	SUDA and KMDA will support in full extent
			4. Please confirm whether all the required survey & investigations of the site(s) under this study, such as - topographical survey, geotechnical investigation, leachate quality analysis, ground & surface water quality analysis, waste characterization survey etc shall be under the scope of TA consultant, or SUDA will undertake the same and assist consultant with the data, as & when required/ requested by the consultant for the study. Kindly confirm	PWC	It should be done by TA, however SUDA will extend full support in feeding the TA with requisit datas.
			Whether the empanelled bidders could form a consortium/ association with any third proprietorship firm?	PWC	May be accepted within the ambit of Legal Scope.
			We recognize a need of technical proposal, in order to assess respective bidders approach/ methodology against their quoted fees	PWC	It is for the TA to submit a comprehensive and Detailed Project Report citing a clear mechanism of Door to Door collection of segregated waste, mode of transportation setting up of transfer station wherever feasible and disposal of Solid Waste as per as per protocol of SWM Rules, 2016

1.

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 selection
of O & M Agency/s**

**State Urban Development Agency,
Urban Development & Municipal Affairs Department
Government of West Bengal
December 2018**

Ref: SUDA-227/2018/1617

Dated: 31.12.2018

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 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 O & M Agency/s

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 O & M Agency/s. **The Bid is due for submission on 22.01.2019 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.

Any clarifications or details solicited in this matter will be clarified in the **Pre-Bid Meeting to be held on 08.01.2019 at 15:00 hours** in the office of State Urban Development Agency (SUDA) at ILGUS Bhawan, HC Block, Sector-III, Bidhannagar, Kolkata – 700106.

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

Yours faithfully,

Director, SUDA

Ref: SUDA-227/2018/1617

Dated: 31.12.2018

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 O & M Agency/s.

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 O & M Agency/s.**"

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 O & M agencies 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 O & M Agency/s.

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 L1 applicant may be called for negotiation, if necessary, while the L2 applicant will be kept in reserve.

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	31/12/2018
2	Pre Bid Meeting	08/01/2019, @ 15.00 hrs
3	Bid proposal submission last date	22/01/2019, @ 15.00 hrs
4	Financial bid opening date	25/01/2019, @15.00 hrs

2. INSTRUCTIONS TO APPLICANTS

2.1. SUBMISSION OF PROPOSAL

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

2.2. CONDITIONS OF ELIGIBILITY OF APPLICANTS

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

2.3. VISIT TO AUTHORITY AND VERIFICATION OF INFORMATION

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

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

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

Address:

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

The Authority shall endeavor to respond to the queries within a reasonable time. The responses will be sent by fax or e-mail. The Authority will post the reply to all such queries on the Official Website without identifying the source of queries. The Authority reserves the right not to respond to any queries or provide any

clarifications, in its sole discretion, and nothing in the RFP shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.4. AMENDMENT OF RFP

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

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

2.5. RIGHT TO REJECT ANY OR ALL PROPOSALS

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

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

2.6. DUE DILIGENCE BY APPLICANTS

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

2.7. 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.

2.8. PREPARATION AND SUBMISSION OF PROPOSAL

- 2.8.1. The Proposal and all communications including supporting documents should be in English only.
- 2.8.2. 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.
- 2.8.3. 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.

2.9. PROPOSAL

- 2.9.1. 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.
- 2.9.2. **Earnest Money Deposit:** 2% of total Bid amount in the form of Demand Draft in favour of State Urban Development Agency is to be submitted by each bidder as earnest money deposit. After selection of final Awardee, it will be returned to other bidders within 2 days (bidders will collect the same from SUDA office) and the same of the Awardee will be retained with SUDA. The EMD of the selected bidder will be converted to Security Deposit and will be retained till the completion of the contract.
- 2.9.3. **Security Deposit:** 10% of total Bid amount. There will be a deduction of 8% from each R/A bill, as Security Deposit and will be retained with SUDA till the completion of the contract.

2.10. FINANCIAL PROPOSAL

- 2.10.1. 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.

- 2.10.2. In the event of any difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- 2.10.3. While submitting the Financial Proposal, the Applicant shall ensure the following:
- (a) All the costs including tax liabilities 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 up to and including discharge of all obligations of the Transaction Advisor under the agreement.
 - (b) Office Space will be provided by SUDA but administrative expense shall be borne by the Selected Bidder
 - (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.

2.11. MANNER OF SUBMISSION OF PROPOSAL

- 2.11.1. 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.
- 2.11.2. The envelop marked "Financial Proposal" shall contain the financial proposal in the prescribed format (Forms 1 & 2 of Appendix - I)
- 2.11.3. Statement of Legal Capacity (Form 3 of Appendix-I), alongwith Power of Attorney.
- 2.11.4. Declaration for deployment of Team members as detailed in Terms of Reference should be submitted in Form 4 of Appendix-I.
- 2.11.5. Demand Draft of 2% of total Bid Amount in favour of State Urban

Development Agency - SBM as Earnest Money.

- 2.11.6. The completed Proposal must be submitted on or before the specified time on last date for submission of bid.

2.12. MODIFICATION / SUBSTITUTION / WITHDRAWAL OF PROPOSALS

- 2.12.1. 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.
- 2.12.2. 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.
- 2.12.3. 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.

2.13. EVALUATION PROCESS

- 2.13.1. The Authority shall open the Proposal on 25.01.2019 at 15:00 hours and in the presence of the Applicants who choose to attend.
- 2.13.2. Proposal for which notice of withdrawal has been submitted shall not be opened.
- 2.13.3. 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.

2.14. CLARIFICATIONS

- 2.14.1. 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.

2.15. APPOINTMENT OF TRANSACTION ADVISER

- 2.15.1. 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 plan shall be discussed during negotiations. In case the selected applicant fails to re-confirm its commitment, the Authority reserves the right to designate the next applicant as the selected applicant and invite it for negotiations.
- 2.15.2. **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.
- 2.15.3. After signing of the LOA, the Transaction Advisor will be required to enter into an agreement with SUDA.
- 2.15.4. **COMMENCEMENT OF ASSIGNMENT:** The Transaction Adviser shall commence the work as per the Terms of Reference within 7 (seven) days of the date of acceptance of the LOA or such other date as may be mutually agreed. 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.

2.16. TIME SCHEDULE FOR DELIVERY

Stage	Activity	Time Allocated *
Stage 1	Submission of the Inception Report	7 days from signing date
Stage 2	Submission of Draft Feasibility Report	20days 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	5 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.

* Time allocated given in the table above is indicative. The bidders may provide their assessed time frame during the pre-bid meeting. Following the pre-bid meeting the time frame will be finalized.

2.17. PAYMENT SCHEDULE

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

Stage	Details of Stages	Percentage
Stage 1	Submission and acceptance of Draft Feasibility Report, upon acceptance of the Inception Report by Director, SUDA	20%
Stage 2	Submission of Final Feasibility Report alongwith action plan and acceptance of the same by Director, SUDA	10%
Stage 3	Submission of the Draft RFP for selection of Agency and acceptance of the same by Director, SUDA	20%
Stage 4	Submission of the Final RFP for selection of Agency	10%
Stage 5	Evaluation of the Tender Documents and recommendation for the Selected Agency	20%
Stage 6	Getting the Concession Agreement signed by the selected Agency	20%
	Total	100%

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

The bidders have to quote lump sum fees in Indian rupees inclusive of all taxes and all expenses, etc. complete in all respect.

2.18. MISCELLANEOUS

2.18.1. In case of any disputes, the matters shall be settled mutually. However, the decision of The Director, SUDA will be final and binding.

2.18.2. 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.

2.18.3. 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.

2.18.4. 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.

2.19. 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 O & M Agency/s.”

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 O & M Agency/s.

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 hereby irrevocably waive any right or remedy which we may have at any stage under law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and / or the Government of West Bengal] in connection with the selection of Consultant or in connection with the Selection

Process itself in respect of the above-mentioned job of valuation.

- (10) 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.
- (11) A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 3.
- (12) 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.
- (13) 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.
- (14) I / We agree that this offer shall remain valid for a period of 180 days from the date of submission of bid.
- (15) I / We agree and undertake to abide by all the terms and conditions of the RFP Document.
- (16) 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 O & M Agency/s

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

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

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

Notes:

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

Form-3

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

Ref:

Date:

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

Sub: Appointment of Transaction Advisor for Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management for selection of O & M Agency/s.

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 Advisor.

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	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 O & M Agency/sr 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 O & M Agency/s.

(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 O & M Agency/s.

(3) Scope of Work/Description of Task

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

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

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

- a) Consultation with UD & MA Department, SUDA, ULBs, Development Authorities and other stakeholders to identify and conceptualize/develop projects for Solid Waste Management through cluster/standalone approach.
- b) Detailed Project Report should be developed from the primary collection stage up to the final processing and disposal of all types of solid waste.
- c) The Detailed Project Report for all ongoing projects should incorporate all capital investment already made.
- d) The Detailed Project Report should be flexible with regard to technology for processing of waste and sanitary landfill.
- e) Transaction Advisor should set up office for this purpose in a suitable location 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 acclaimed projects in other states and study best practices.

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.
- The existing cluster/proposed clusters may be revisited.
- Collection, segregation and transportation of wastes shall be the responsibility of the ULB or of operating agency and the installation and management of Processing Plant and Sanitary Landfill site will be the responsibility of the operating agency.
- Incentive on performance for all stakeholders.
- A flow chart for all types of wastes from source up to the processing plant/Landfill to be developed.
- Necessary clearances to be obtained from the Department of Environment, West Bengal Pollution Control Board and other regulatory bodies, on behalf of operating agency.
- New technology should be backed by necessary certificate/s from the proper authority.
- 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.
- Reclamation of existing Dumping Grounds, scientific development, beautification *etc.* of the Dumping Grounds.
- Segregation and processing of recyclable waste, Bio degradable waste, e-waste, all kinds of Solid Waste, Construction & Demolition (C&D) waste and other waste in general is to be ensured effectively and separately.

- 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 waste and to maintain this status.

(4) Assignment for following Proposed Clusters:

Cluster No.	Existing Projects in ULB/s	Proposed Cluster
1	Dum Dum, North Dum Dum, South Dum Dum, Baranagar	Dum Dum, North Dum Dum, South Dum Dum, Baranagar, Kamarhati, New Barrackpore
2		New Town, NDITA, Bidhannagar MC and Adjacent areas of Kolkata MC
3	Ashoknagar-Kalyangarh and Habra	Ashoknagar-Kalyangarh and Habra
4	Baidyabati, Uttarpara-Kotrung, Rishra, Serampore, Champdani and Konnagar	Baidyabati, Uttarpara-Kotrung, Rishra, Serampore, Champdani and Konnagar, Dankuni, Bhadreswar

As per feasibility of the project, may redefine the Clusters.

One Transaction Advisor can Participate for maximum 3 (Three) Clusters. And for each cluster application should be made in separate sealed envelope clearly mentioning name of the cluster on the subject line.

Transaction Advisor should submit proposal for each cluster separately and should mention the name of ULBs of that cluster.

(5) Deliverables

Stage	Stages	Time Allocated
Stage 1	Submission of the Inception Report	7 days from signing date
Stage 2	Submission of Draft Feasibility Report	20days 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	5 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

- PWL / EY
- 15 years' experience, Bachelor in Engineering with Post Graduate Degree in Management
 - Experience in leading at least 3 projects in the Solid Waste Management on PPP basis

(b) Solid Waste Management Specialist

- PWL / EY
- 10 years' experience, Bachelor in Engineering with relevant Post Graduate Degree
 - Experience in handling at least 3 Solid Waste Management projects involving feasibility assessment, operations, technical aspects etc.

(c) PPP specialist

- PWL / EY
- 10 years' experience, Post Graduate Degree in Management/ Finance/ Economics
 - Experience in handling at least 3 transaction projects executed in PPP mode

(d) Financial Analyst

- PWL / EY
- 8 years' experience, Post Graduate in Management/Finance/Economics
 - Experience in at least 3 such projects executed in PPP mode and should have handled at least one project.

(e) Legal Advisor

- PWL (not precise)
- should be LLB
 - 15 years' experience in High Court.
 - Experience in at least 3 projects, preferably similar in nature, executed on PPP mode

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:

SUDA will provide all the relevant information, documents and data available with them to the TA.

(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 to be provided by SUDA, however Administrative expenses will be borne by the selected bidder as necessary.
- Any other as required for completion of assignment.

(11) Payment Schedule/arrangement:

Stage	Details of Stages	Percentage
Stage 1	Submission and acceptance of Draft Feasibility Report, upon acceptance of the Inception Report by Director, SUDA	20%
Stage 2	Submission of Final Feasibility Report along with action plan and acceptance of the same by Director, SUDA	10%
Stage 3	Submission of the Draft RFP for selection of Agency and acceptance of the same by Director, SUDA	20%
Stage 4	Submission of the Final RFP for selection of Agency	10%
Stage 5	Evaluation of the Tender Documents and recommendation for the Selected Agency	20%
Stage 6	Getting the Concession Agreement signed by the selected Agency	20%
	Total	100%

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

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 selection
of O & M Agency/s**

**State Urban Development Agency,
Urban Development & Municipal Affairs Department
Government of West Bengal
December 2018**

✓
Ref:

✓
Dated:

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 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 O & M Agency/s**

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 O & M Agency/s. **The Bid is due for submission on 22.01.2019 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.

Any clarifications or details solicited in this matter will be clarified in the **Pre-Bid Meeting to be held on 08.01.2019 at 15:00 hours** in the office of State Urban Development Agency (SUDA) at ILGUS Bhawan, HC Block, Sector-III, Bidhannagar, Kolkata – 700106.

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

Yours faithfully,

Director, SUDA

Ref: SUDA-227/2018/1617

Date: 31/12/18

REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF TRANSACTION ADVISER

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 O & M Agency/s.

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 ADVISER for Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management for selection of O & M Agency/s.**"

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 O & M agencies 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** 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 O & M Agency/s.

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 , *bkp.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. The financial evaluation of the applicants will be carried out. The L1 Applicant may be called for negotiation, if necessary, while the L2 Applicant will be kept in reserve. The Authority is, however, not bound to select the Transaction Adviser on least cost basis, alone.)X

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	31/12/2018
2	Pre Bid Meeting	08/01/2019, @ 15.00 hrs
3	Bid proposal submission last date	22/01/2019, @ 15.00 hrs
4	Financial bid opening date	25/01/2019, @15.00 hrs

2. INSTRUCTIONS TO APPLICANTS

2.1. SUBMISSION OF PROPOSAL

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

2.2. CONDITIONS OF ELIGIBILITY OF APPLICANTS

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

2.3. VISIT TO AUTHORITY AND VERIFICATION OF INFORMATION

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

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

“Queries / Request for Additional information concerning RFP for appointment of Transaction Adviser for Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management for selection of O & M Agency/s.”

Address:

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

The Authority shall endeavor to respond to the queries within a reasonable time. The responses will be sent by fax or e-mail. The Authority will post the reply to all such queries on the Official Website without identifying the source of queries. The Authority reserves the right not to respond to any queries or provide any

clarifications, in its sole discretion, and nothing in the RFP shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.4. AMENDMENT OF RFP

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

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

2.5. RIGHT TO REJECT ANY OR ALL PROPOSALS

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

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

2.6. DUE DILIGENCE BY APPLICANTS

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

2.7. 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.

2.8. PREPARATION AND SUBMISSION OF PROPOSAL

- 2.8.1. The Proposal and all communications including supporting documents should be in English only.
- 2.8.2. 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.
- 2.8.3. 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.

2.9. PROPOSAL

- 2.9.1. 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.
- 2.9.2. **Earnest Money Deposit:** 2% of total Bid amount in the form of Demand Draft in favour of State Urban Development Agency is to be submitted by each bidder as earnest money deposit. After selection of final Awardee, it will be returned to other bidders within 2 days (bidders will collect the same from SUDA office) and the same of the Awardee will be retained with SUDA. The EMD of the selected bidder will be converted to Security Deposit and will be retained till the completion of the contract.
- 2.9.3. **Security Deposit:** 10% of total Bid amount. There will be a deduction of 8% from each R/A bill, as Security Deposit and will be retained with SUDA till the completion of the contract.

2.10. FINANCIAL PROPOSAL

- 2.10.1. 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.

- 2.10.2. In the event of any difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- 2.10.3. While submitting the Financial Proposal, the Applicant shall ensure the following:
- (a) All the costs including tax liabilities 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 up to and including discharge of all obligations of the Transaction Advisor under the agreement.
 - (b) Office Space will be provided by SUDA but administrative expense shall be borne by the Selected Bidder
 - (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.

2.11. MANNER OF SUBMISSION OF PROPOSAL

- 2.11.1. 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.
- 2.11.2. The envelop marked "Financial Proposal" shall contain the financial proposal in the prescribed format (Forms 1 & 2 of Appendix - I)
- 2.11.3. Statement of Legal Capacity (Form 3 of Appendix-I), alongwith Power of Attorney.
- 2.11.4. Declaration for deployment of Team members as detailed in Terms of Reference should be submitted in Form 4 of Appendix-I.
- 2.11.5. Demand Draft of 2% of total Bid Amount in favour of State Urban

Development Agency - SBM as Earnest Money.

- 2.11.6. The completed Proposal must be submitted on or before the specified time on last date for submission of bid.

2.12. MODIFICATION / SUBSTITUTION / WITHDRAWAL OF PROPOSALS

- 2.12.1. 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.
- 2.12.2. 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.
- 2.12.3. 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.

2.13. EVALUATION PROCESS

- 2.13.1. The Authority shall open the Proposal on 25.01.2019 at 15:00 hours and in the presence of the Applicants who choose to attend.
- 2.13.2. Proposal for which notice of withdrawal has been submitted shall not be opened.
- 2.13.3. 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.

2.14. CLARIFICATIONS

- 2.14.1. 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.

2.15. APPOINTMENT OF TRANSACTION ADVISER

- 2.15.1. 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 plan shall be discussed during negotiations. In case the selected applicant fails to re-confirm its commitment, the Authority reserves the right to designate the next applicant as the selected applicant and invite it for negotiations.
- 2.15.2. **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.
- 2.15.3. After signing of the LOA, the Transaction Advisor will be required to enter into an agreement with SUDA.
- 2.15.4. **COMMENCEMENT OF ASSIGNMENT:** The Transaction Adviser shall commence the work as per the Terms of Reference within 7 (seven) days of the date of acceptance of the LOA or such other date as may be mutually agreed. 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.

2.16. TIME SCHEDULE FOR DELIVERY

Stage	Activity	Time Allocated *
Stage 1	Submission of the Inception Report	7 days from signing date
Stage 2	Submission of Draft Feasibility Report	20days 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	5 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.

* Time allocated given in the table above is indicative. The bidders may provide their assessed time frame during the pre-bid meeting. Following the pre-bid meeting the time frame will be finalized.

2.17. PAYMENT SCHEDULE

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

Stage	Details of Stages	Percentage
Stage 1	Submission and acceptance of Draft Feasibility Report, upon acceptance of the Inception Report by Director, SUDA	20%
Stage 2	Submission of Final Feasibility Report alongwith action plan and acceptance of the same by Director, SUDA	10%
Stage 3	Submission of the Draft RFP for selection of Agency and acceptance of the same by Director, SUDA	20%
Stage 4	Submission of the Final RFP for selection of Agency	10%
Stage 5	Evaluation of the Tender Documents and recommendation for the Selected Agency	20%
Stage 6	Getting the Concession Agreement signed by the selected Agency	20%
	Total	100%

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

The bidders have to quote lump sum fees in Indian rupees inclusive of all taxes and all expenses, etc. complete in all respect.

2.18. MISCELLANEOUS

2.18.1. In case of any disputes, the matters shall be settled mutually. However, the decision of The Director, SUDA will be final and binding.

2.18.2. 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.

2.18.3. 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.

2.18.4. 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.

2.19. TERMINATION OF THE ENGAGEMENT

If the performance of the Transaction Adviser is not up to the satisfaction of SUDA or the Transaction Adviser 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 ADVISER for Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management for selection of O & M Agency/s."**

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 O & M Agency/s.

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 hereby irrevocably waive any right or remedy which we may have at any stage under law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and / or the Government of West Bengal] in connection with the selection of Consultant or in connection with the Selection

Process itself in respect of the above-mentioned job of valuation.

- (10) 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.
- (11) A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 3.
- (12) 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.
- (13) 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.
- (14) I / We agree that this offer shall remain valid for a period of 180 days from the date of submission of bid.
- (15) I / We agree and undertake to abide by all the terms and conditions of the RFP Document.
- (16) 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 O & M Agency/s

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

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

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

Notes:

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



Form-3

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

Ref:

Date:

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

Sub: Appointment of Transaction Advisor for Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management for selection of O & M Agency/s.

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 Advisor.

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	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 O & M Agency/sr 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.

11 The Urban Development & Municipal Affairs (UD&MA) Department through Kolkata Metropolitan Development Authority (KMDA) and Municipal Engineering Directorate (MED) ~~has been~~^{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 Adviser⁰ for Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management for selection of O & M Agency/s.

(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 O & M Agency/s.

(3) Scope of Work/Description of Task

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

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

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

- a) Consultation with UD & MA Department, SUDA, ULBs, Development Authorities and other stakeholders to identify and conceptualize/develop projects for Solid Waste Management through cluster/standalone approach.
- b) Detailed Project Report should be developed from the primary collection stage up to the final processing and disposal of all types of solid waste.
- c) The Detailed Project Report for all ongoing projects should incorporate all capital investment already made.
- d) The Detailed Project Report should be flexible with regard to technology for processing of waste and sanitary landfill.
- e) Transaction Advisor should set up office for this purpose in a suitable location 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 acclaimed projects in other states and study best practices.

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.
- The existing cluster/proposed clusters may be revisited.
- Collection, segregation and transportation of wastes shall be the responsibility of the ULB or of operating agency and the installation and management of Processing Plant and Sanitary Landfill site will be the responsibility of the operating agency.
- Incentive on performance for all stakeholders.
- A flow chart for all types of wastes from source up to the processing plant/Landfill to be developed.
- Necessary clearances to be obtained from the Department of Environment, West Bengal Pollution Control Board and other regulatory bodies, on behalf of operating agency.
- New technology should be backed by necessary certificate/s from the proper authority.
- 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.
- Reclamation of existing Dumping Grounds, scientific development, beautification *etc.* of the Dumping Grounds.
- Segregation and processing of recyclable waste, Bio degradable waste, e-waste, all kinds of Solid Waste, Construction & Demolition (C&D) waste and other waste in general is to be ensured effectively and separately.

- 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 waste and to maintain this status.

(4) Assignment for following Proposed Clusters:

Cluster No.	Existing Projects in ULB/s	Proposed Cluster
1	Dum Dum, North Dum Dum, South Dum Dum, Baranagar	Dum Dum, North Dum Dum, South Dum Dum, Baranagar, Kamarhati, New Barrackpore
2		New Town, NDITA, Bidhannagar MC and Adjacent areas of Kolkata MC
3	Ashoknagar-Kalyangarh and Habra	Ashoknagar-Kalyangarh and Habra
4	Baidyabati, Uttarpara-Kotrung, Rishra, Serampore, Champdani and Konnagar	Baidyabati, Uttarpara-Kotrung, Rishra, Serampore, Champdani and Konnagar, Dankuni, Bhadreswar

As per feasibility of the project, may redefine the Clusters.

One Transaction Advisor Can Participate for maximum 3 (Three) Clusters.

TA should submit proposal for each cluster separately.

(5) Deliverables

Stage	Stages	Time Allocated
Stage 1	Submission of the Inception Report	7 days from signing date
Stage 2	Submission of Draft Feasibility Report	20days 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	5 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

- 15 years' experience, Bachelor in Engineering with Post Graduate Degree in Management
- Experience in leading at least 3 projects in the Solid Waste Management on PPP basis

(b) Solid Waste Management Specialist

- 10 years' experience, Bachelor in Engineering with relevant Post Graduate Degree
- Experience in handling at least 3 Solid Waste Management projects involving feasibility assessment, operations, technical aspects *etc.*

(c) PPP specialist

- 10 years' experience, Post Graduate Degree in Management/ Finance/ Economics
- Experience in handling at least 3 transaction projects executed in PPP mode

(d) Financial Analyst

- 8 years' experience, Post Graduate in Management/Finance/Economics
- Experience in at least 3 such projects executed in PPP mode and should have handled at least one project.

(e) Legal Advisor

- should be LLB
- 15 years' experience in High Court.
- Experience in at least 3 projects, preferably similar in nature, executed on PPP mode

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:

SUDA will provide all the relevant information, documents and data available with them to the TA.

(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 to be provided by SUDA, however Administrative expenses will be borne by the selected bidder as necessary.
- Any other as required for completion of assignment.

(11) Payment Schedule/arrangement:

Stage	Details of Stages	Percentage
Stage 1	Submission and acceptance of Draft Feasibility Report, upon acceptance of the Inception Report by Director, SUDA	20%
Stage 2	Submission of Final Feasibility Report along with action plan and acceptance of the same by Director, SUDA	10%
Stage 3	Submission of the Draft RFP for selection of Agency and acceptance of the same by Director, SUDA	20%
Stage 4	Submission of the Final RFP for selection of Agency	10%
Stage 5	Evaluation of the Tender Documents and recommendation for the Selected Agency	20%
Stage 6	Getting the Concession Agreement signed by the selected Agency	20%
	Total	100%

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

Clarifications & Suggestions

(PWC)

A. Clarification Requested

1. The status of the identified land -

- There may be possibility that the identified treatment and disposal site may not be sufficient in terms of area to set up the facility, which practically require a larger area (Example Ashoknagar disposal site)
- The distance between proposed processing facility & disposal facility is substantially long, which may increase the transportation cost (Example NDITA site)
- There might be a possibility of setting up transfer station for few cluster(s), sites for which are not yet identified

Under such conditions, whether the authority has a provision for alternative/ additional/ new land(s), which could be made available for the project? Kindly confirm

- 2.** In Promadnagar, one project of construction of SLF & a compost plant is already under process, at a part of the same disposal site. Kindly indicate how such existing project(s) would be technically converged with the proposed project proposal?
- 3.** The environmental clearance status of the land for proposed treatment and disposal facility needs to be confirmed. In case, any statutory clearance is required from any nodal authority (at state or central level), to what extent the support/ facilitation would be provided from SUDA/ KMDA to the TA consultant?
- 4.** Please confirm whether all the required survey & investigations of the site(s) under this study, such as – topographical survey, geotechnical investigation, leachate quality analysis, ground & surface water quality analysis, waste characterization survey etc shall be under the scope of TA consultant, or SUDA will undertake the same and assist consultant with the data, as & when required/ requested by the consultant for the study. Kindly confirm.

B. Comments and Suggestions made by TA Consultant

Following are some suggestions, which may be kindly considered and incorporated, while preparing/ floating of RfP for TA consultants.

- ~~1.~~ There should be flexibility for TA consultant to revisit the cluster(s) while undertaking the feasibility study and then only the final clusterization process would be frozen in due consultation with SUDA. Accordingly, the cluster-wise DPR, RFP (concession RfP for implementation) may be prepared further.
- ~~2.~~ The TA assignment shall be phased in two different parts –

- X • **Part I** - Investment Banking Report (if applicable), Techno-Economic Feasibility Report, Detailed Project Report, Environment Impact Assessment Study Report
- **PART II** - Prepare bid documents (RFP, Concession Agreement etc.) and manage bid process till signing of Concession

Accordingly, the financial quote and payment terms to the successful TA consultant shall be linked up with the above phases, separately.

3. It is suggested to keep the payment terms in two separate mandates, such as –

- X • One part should be given in monthly payment to the TA consultant during the scheduled project timeline, and
- Second part may be linked with Milestone based progress of the project against submission of deliverable.

C. Observations & Comments on RfP

1. Whether the empanelled bidders could form a consortium/ association with any third proprietorship firm?
2. We recognize a need of technical proposal, in order to assess respective bidders approach/ methodology against their quoted fees
- X 3. The timeline mentioned in the clause 2.16 in the Rfp is not realistic and need proper amendments, considering surveys, investigation, monitoring etc.
- X 4. What is the limit and physical area of "Adjacent areas of Kolkata MC" as included in the Cluster 2



Title		Details
Name of the Consultant	KPMG Advisory Services Private Limited	
Tender Title	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 O & M Agency/s	
Subject	Pre-Bid Queries	

#	Clause	Query/ Request
1.	Clause 2.9.1 "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"	<p>As per Clause 9.2 in Notification number 3738- F(Y) dated 11 June 2018 issued by the Finance Department (PPP Cell), Government of West Bengal:</p> <p>"Since the empanelled TAs have already pre-qualified as capable of providing Transaction Advisory Services, further technical evaluation is not required. Procuring Authority may appoint the TAs based on the lowest financial quotes at least from three participating empanelled TAs"</p> <p>In light of the above clause, we request the authority to allow submission of <u>Financial Bid related forms only</u> for the subject project. Documents such as <u>Power of Attorney, Letter of Proposal, Statement of Legal Capacity</u> and other statutory documents were submitted in response to RFP for Empanelment (2018) of Transaction Advisors for PPP Projects in West Bengal.</p> <p>Thus submission of these additional documents again may be avoided in the interest of time. <u>Power of Attorney may also be avoided especially for cases where the Name of Contact Person [appearing in the Notification number 3738- F(Y) dated 11 June 2018 issued by the Finance Department (PPP Cell), Government of West Bengal] matches the signing authority for the subject project.</u> Alternatively, these documents may be requested only from the Selected Bidder.</p>

#	Clause	Query/ Request												
2.	Clause 2.9.3	Security Deposit in the form of Bank Guarantee should be accepted by the authority.												
X	"Security Deposit: 10% of total Bid amount. There will be a deduction of 8% from each R/A bill, as Security Deposit and will be retained with SUDA till the completion of the contract."													
3.	Clause 2.10.3 (a) "All the costs including tax liabilities associated with the assignment shall be included in the Financial Proposal." Clause 2.17 "The bidders have to quote lump sum fees in Indian rupees inclusive of all taxes and all expenses, etc. complete in all respect."	Request modification in the clause since GST is determined by Government and GST rates may change from time to time. Consultancy fees to be quoted by the bidder should exclude GST, which should be payable at actuals by the Authority. However, if client wants all-inclusive bid, then the Financial Bid may be quoted based on prevailing GST rate. But at the time of invoicing, prevailing GST rate should be applicable and any impacts due to changes in GST should be absorbed by the client.												
X		Request modification in the clause as stated below.												
4.	Clause 2.17 - Payment Schedule and Terms of Reference Pt (11)													
<table border="1"> <thead> <tr> <th>Stage</th><th>Details of Stages</th><th>Percentage</th></tr> </thead> <tbody> <tr> <td>Stage 1</td><td>Submission and acceptance of Draft Feasibility Report, upon acceptance of the Inception Report by Director, SUDA</td><td>20%</td></tr> <tr> <td>Stage 2</td><td>Submission of Final Feasibility Report alongwith action plan and acceptance of the same by Director, SUDA</td><td>10%</td></tr> <tr> <td>Stage 3</td><td>Submission of the Draft RFP for selection of Agency and acceptance of the same by Director, SUDA</td><td>20%</td></tr> </tbody> </table>			Stage	Details of Stages	Percentage	Stage 1	Submission and acceptance of Draft Feasibility Report, upon acceptance of the Inception Report by Director, SUDA	20%	Stage 2	Submission of Final Feasibility Report alongwith action plan and acceptance of the same by Director, SUDA	10%	Stage 3	Submission of the Draft RFP for selection of Agency and acceptance of the same by Director, SUDA	20%
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Stage 2	Submission of Final Feasibility Report alongwith action plan and acceptance of the same by Director, SUDA	10%												

#	Clause	Query/ Request
5.	Stage 4	Submission of the Draft RFP for selection of Agency and acceptance of the same by Director, SUDA
	Stage 5	Evaluation of the Tender
	Stage 6	Getting the Concession Agreement signed by the selected Agency
	Total	100%
	10%	20%
5.	Stage 4	Submission of the Final RFP for selection of Agency
	Stage 5	Evaluation of the Tender
	Stage 6	Getting the Concession Agreement signed by the selected Agency
	Total	100%
	20%	10%
<p>Terms of Reference (TOR) for Transaction Adviser Pt (4)</p> <p>"One Transaction Adviser can Participate for maximum 3 (Three) clusters. And for each cluster application should be made in separate sealed envelope clearly mentioning name of the cluster on the subject line</p> <p>Request authority to waive off any restriction in participation <u>(All ITAs should be allowed to participate in all clusters)</u> Maximum number of clusters to be allotted may be limited to 2 or 3, if the client so desires. In case same bidder wins more than the stipulated no of clusters, L2 may be invited to match L1 price for the additional clusters.</p>		

May 15/19

Clause

Query/ Request

6. Clause 2.16 and Terms of Reference (TOR) for Transaction

Adviser Pt (5)

Stage	Activity	Time Allocated
Stage 1	Submission of the Inception Report	15 days from signing date
Stage 2	Submission of Draft Feasibility Report	20 days from the date of signing of 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	5 days from tender closing date
Stage 7	Getting the Concession Agreement signed by the selected Agency	10 days from Stage 6

Request modification in the clause as stated below.

Stage	Activity	Time Allocated
Stage 1	Submission of the Inception Report	15 days from signing date
Stage 2	Submission of Draft Feasibility Report	2.5 months from the date of signing of Stage 1
Stage 3	Submission of Final Feasibility Report along with action plan	15 days from approval of Stage 2
Stage 4	Submission of the Draft EO/RFP for selection of Agency	2 months from approval of Stage 3
Stage 5	Submission of the Final EO/RFP for selection of Agency	15 days from approval of Stage 4
Stage 6	Evaluation of the Tender Documents and recommendation for the Selected Agency	15 days from tender closing date (including extensions)
Stage 7	Getting the Concession Agreement signed by the selected Agency	NA

35 days
 113 days
 115 days
 115 days
 115 days

190 days

2 months

#	Clause	Query/ Request
7.	Terms of Reference (TOR) for Transaction Adviser Pt (7)	Request modification in the clause as stated below.
(a)	Team leader 15 years' experience, Bachelor in Engineering with Post Graduate Degree in Management Experience in leading at least 3 projects in the Solid Waste Management on PPP basis	(a) Team leader 15 years' experience, Bachelor in Engineering with Post Graduate Degree in Management/ CA Experience in leading at least 3 projects in the <u>urban infrastructure sector</u> on PPP basis
8.	Terms of Reference (TOR) for Transaction Adviser Pt (7)	Request modification in the clause as stated below.
(d)	Financial Analyst 8 years' experience, Post Graduate in Management/Finance/Economics Experience in at least 3 such projects executed in PPP mode and should have handled at least one project.	(d) Financial Analyst 5 years' experience, Post Graduate in Management/ Finance/ Economics Experience in at least 2 such projects executed in PPP mode.
9.	Terms of Reference (TOR) for Transaction Adviser Pt (7) "Legal Advisor..."	The scope of work for the Transaction Advisor includes legal review and preparation of contract agreements including concession agreement. These are legal documents where KPMG can provide only commercial inputs as we are not allowed to provide legal services <u>either directly or through sub-contracting</u> . In light of the above, request the authority to confirm that the transaction advisor can form a consortium with a legal firm to be able to provide all the services under the scope. In case, formation of consortium is not allowed, TA may associate with a legal firm, who will be responsible independently to the client for the entire legal scope of work. This arrangement has been followed successfully in other GoWB TA projects in the past.
10.	Terms of Reference (TOR) for Transaction Adviser Pt (10) "Accommodation to be provided by SUDA, however Administrative expenses will be borne by the selected bidder as necessary"	Accommodation should also be included in the budget of the TA. Total fee quoted shall be inclusive of all OPEs
11.	Terms of Reference (TOR) for Transaction Adviser Pt (3)- Scope of Work	Authority to confirm if DPRs are required to be prepared from Primary (door-to-door) or Secondary (transfer station) Collection stage since earlier in the TOR section it has been mentioned "While

Highly recommended
to be included in the TOR

#	Clause	Query/ Request
	"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"	the municipalities in many cases are able to carry out the first three functions reasonably effectively given appropriate support... Key reasons for suggesting de-linking of the Primary Collection, Transportation and Disposal/ Processing/ Recycling of solid waste are as follows: a. Collection, transportation and disposal/ processing require different skill sets and there are different sets of private sector players available in the market for each area. Hence, if these three activities are clubbed under one project, number of bidders interested to undertake them would be limited. This may lead to reduction in competition. b. Primary collection and transportation are often managed by local vendors. These processes are also closely interlinked with informal livelihoods at local level. Hence any reforms or streamlining of such processes may require protracted stakeholder consultation and management. Whereas disposal and processing/ recycling activities may be undertaken by more organized players with requisite technical competence and such projects can be commissioned based on current and projected volume and composition of wastes being received at a site.
12.	Terms of Reference (TOR) for Transaction Adviser Pt (3)- Scope of Work "c) The Detailed Project Report for all ongoing projects should incorporate all capital investment already made"	Authority to clarify the following: (1) By Capital investment are we considering only 100% mobilized and/or constructed infrastructure or are we also including partly mobilized investment / constructed infrastructure (2) Please share detailed list of investment mobilized for all the 4 clusters
13.	Terms of Reference (TOR) for Transaction Adviser Pt (3)- Scope of Work d) The Detailed Project Report should be flexible with regard to technology for processing of waste and sanitary landfill	It is suggested that TAs should provide the broad contours of the project such as Performance parameters, land constraints, throughput and other limitations, within which concessionaires are free and flexible to choose technology of choice
14.	Terms of Reference (TOR) for Transaction Adviser Pt (3)- Scope of Work	Authority to confirm that an established office at Kolkata will suffice

#	Clause	Query/ Request
	e) Transaction Advisor should set up office for this purpose in a suitable location for ease of interaction	
15.	Terms of Reference (TOR) for Transaction Adviser Pt (3)- Scope of Work <input type="checkbox"/> The existing cluster/proposed clusters may be revisited	The scope of work in terms of "revisiting" of clusters should be limited to deleting an ULB from a given cluster based on feasibility analysis. It should not involve study of additional towns not included in the same cluster.
16.	Terms of Reference (TOR) for Transaction Adviser Pt (3)- Scope of Work <input type="checkbox"/> Necessary clearances to be obtained from the Department of Environment, West Bengal Pollution Control Board and other regulatory bodies, on behalf of operating agency	Authority to clarify the following: (1) Necessary clearances need to be secured by the Concessionaire with assistance from SUDA/ other relevant Government Agencies (2) TAs are only required to list and specify the clearances required for executing the proposed projects in the given clusters
17.	Terms of Reference (TOR) for Transaction Adviser Pt (3)- Scope of Work <input type="checkbox"/> New technology should be backed by necessary certificate/s from the proper authority	(1) Authority to clarify the meaning of the words "New", "necessary certificate", and "proper authority".
18.	Terms of Reference (TOR) for Transaction Adviser Pt (3)- Scope of Work <input type="checkbox"/> Land for processing plant and sanitary landfill site is to be identified	It is suggested that: (1) SUDA/ concerned Government department shall provide an exhaustive list of land parcels (with complete physical possession and unencumbered ownership under own title) available for SWM within a cluster (2) TAs shall identify the land only within the list supplied
19.	Terms of Reference (TOR) for Transaction Adviser Pt (3)- Scope of Work <input checked="" type="checkbox"/> Principal objective; achievement of cent percent disposal and processing of waste and to maintain this status	<input type="checkbox"/> Principal objective; achievement of cent percent disposal and processing of incoming waste and as available in existing landfill, and to maintain this status over the concession period.
20.	Terms of Reference (TOR) for Transaction Adviser Pt (3)- Scope of Work (4) Assignment for following Proposed Clusters- Adjacent areas of Kolkata MC	Authority requested to specify ULBs/wards under the head - Adjacent areas of Kolkata MC

Handwritten signature and date: 14.11.2023



RFP for Transaction Advisory for SMM through cluster approach

#	Clause	Query/ Request
21.	Liability Clause	We note that there is no express limitation on our liability under the RFP. In accordance with standard industry practice, we assume that our aggregate liability for direct damages under this RFP shall be limited to one time the fees paid to us under a specific work order or statement of work. Please confirm.

H2H → ULR

Availability of recycled provided (dry waste) NEPRA
→ Ashwadeh

Bio remediation process of inert waste dumped years together.
Processal medicine → 1. Lable (cost may be reduced to half)

Tran
N. J.

↓
cable
water

150
100

'A'

→ Plaster
→ Transfer Station
→ Gargade

Dalmina Resort
→ Plaster

(11)

11(b) → Transfer Station, shown
possible

↓
Processing plants

↓
Recycling of dry (inorganic waste)
(Recycling units)






January 08th, 2019


To,
Director SUDA,
ILGUS Bhawan, HC Block,
Sector-III, Bidhannagar
Kolkata-700106




Sub: Clarifications – “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 selection of O & M Agency/s”



Dear Sir,

This is with reference to the captioned subject and RFP dated 31st December 2019, we evince our keen interest to participate in the bid process. We have some queries on the RFP and request you to provide clarification against the same.

Reference	Clause	Remarks
 Clause 2.9.3	Security Deposit: 10% of total Bid amount. There will be a deduction of 8% from each R/A bill, as Security Deposit and will be retained with SUDA till the completion of the contract.	The captioned clause is peculiar to engineering contracts. Since this is a consulting engagement, we request deletion of this clause.
 5. scope of work	New technology should be backed by necessary certificates/from the proper authority	We request the authority to clarify what certificates are expected. Also clarify what is meant by “proper authority”
 Profile of key manpower (page 29)	Legal advisor <ul style="list-style-type: none"> • Should be LLB • 15 year experience in High Court • Experience in at least 3 projects, preferably similar in nature, executed on PPP mode 	We request the authority to consider following modification in the experience: <ul style="list-style-type: none"> • Should be LLB • 15 year relevant experience • Experience of at least 1 project in urban sector or similar sector on PPP mode
 Clause 2.11	Manner of submission of proposal Declaration of deployment of team member as detailed in term of reference should be submitted in form 4 of Appendix I	We request the authority to clarify whether the expert team proposed in the RFP is to be mobilized at client location
 Clause 2.16	Time Schedule for Delivery	We suggest following modifications in the schedule

		Stage	Activity	Time
		1	Submission of inception report	15 days from signing of contract
		2	Submission of Draft Feasibility report	1 month after approval of inception report
		3	Submission of Final Feasibility report	15 days after approval of draft FR
		4	Submission of draft RFP for selection of agency	20 days from approval of stage 3
		5	Submission of final RFP for selection of agency	10 days from approval of stage 4
		6	Evaluation of the Tender Documents and recommendation for the Selected Agency	15 days from Closing of bid due date
		7	Getting the Concession Agreement signed by the selected Agency	1 month from stage 6
Clause 2.18.3	<p>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,</p>	We request the authority to delete this clause		

	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.	
<p>Clause 2.19</p> 	<p>Termination of the agreement</p> <p>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.</p> <p>In that case a written notice will be served to the agency before terminating the contract.</p>	<p>We suggest following modification:</p> <p>If the Consultant fails to perform as per the ToR, SUDA shall notify the Consultant of such failure, the Consultant shall rectify such failure within 15 working days of so being notified. If the Consultant fails to rectify such failure, then SUDA can terminate the agreement by a prior written notice of 30 days.</p>
<p>Clause 2.18.1</p> 	<p>MISCELLANEOUS</p> <p>In case of any disputes, the matters shall be settled mutually. However, the decision of The Director, SUDA will be final and binding.</p>	<p>We request the authority to modify the captioned clause as per below:</p> <p>Any dispute which the parties are unable to settle amicably shall be referred to Arbitration by a sole arbitrator to be jointly appointed by the Parties. The Arbitration shall be governed by the Arbitration and Conciliation Act, 1996</p>
<p>Contract</p>	<p>Clause on liability</p> 	<p>We request the authority to include following clauses in the contract document.</p> <ul style="list-style-type: none"> The total aggregate liability of Consultant, whether in contract, tort (including negligence) or otherwise, under or in connection with this agreement, shall in no circumstances exceed a sum equal to the fees paid or payable by the Client under this agreement. In no event will Consultant be liable for any consequential, incidental, indirect, punitive or special losses or damages (including loss of profits, data, anticipated savings, business or goodwill), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise,

		and even if advised of the likelihood of such damages.
Financial offer 	Prices shall be quoted in Indian rupees. The rates should be inclusive of all taxes, duties and all other levies as applicable.	We request the authority to consider price quotes exclusive of GST for evaluation
Bid due date 	1.4 schedule of selection process Bid proposal submission date: 22/01/2019 @ 3:00 pm	We request the authority to extend the bid due data at least by three weeks from issue of pre-bid clarifications

We look forward to receiving clarifications against the same.

Thanking you

Yours sincerely,



Brijgopal Ladda
Director, Urban Practice
CRISIL Risk and Infrastructure Solutions Limited



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

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ey.com



7th January 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 O&M Agency/s.

Ref: RFP No. SUDA-227/2018/1617 dated 31.12.2018

Dear Sir,

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 O&M Agency/s"

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 O&M Agency/s.

S no	RFP Reference	RFP Clause	EY's Query
1.	Page no. 1 - Name of RFP	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 Selection of O&M Agency/s	We request SUDA to change the name to "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" instead of "O&M Agency/s".
2.	Page no. 9, ITC Clause Reference 2.7 - Pre-Proposal Conference	Pre-Proposal Conference	Please clarify whether pre-proposal conference is the same as Pre-bid Meeting or will there be another meeting before submission of the bid?
3.	Page no. 10, ITC Clause Reference 2.9.2 - Earnest Money Deposit	2% of total Bid amount in the form of Demand Draft in favour of State Urban Development Agency is to be submitted by each bidder as earnest money deposit.	We request SUDA to change the condition to specify the amount of EMD instead of "2% of bid amount" as this will lead to disclosure of bid price stated by consultant before opening of the Financial Bid.
4.	Page no. 11, ITC Clause Reference 2.10.3 (a)	All the costs including tax liabilities 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 up to and including discharge of all obligations of the Transaction Advisor under the agreement.	We request the authority that: (i) All costs in the Financial Proposal should be excluding govt. taxes and levies as same keeps varying. (ii) "Period of performance" mentioned should be defined clearly as the time schedule given in RFP links "allocated time" to approval of previous stage. However, there is no mention of time for approval of previous stage. This makes the performance period indefinite. Therefore, it is recommend that the rates quoted should be valid for 6 months. Thereafter, suitable escalations to be allowed by the authority.

Bank Guarantee

5	Page no. 11, ITC Clause Reference 2.11.5	Demand draft of 2% of total bid amount in favour of State Urban Development Agency - SBM as Earnest Money	Is it permitted to submit a bank guarantee instead of Demand Draft for EMD? If yes, will SUDA provide their standard format of BG?
6	Page no. 13, ITC Clause Reference 2.15.3	After signing of the LOA, the Transaction Advisor will be required to enter into an agreement with SUDA.	<p>We request SUDA to provide a copy of the Draft Agreement to be signed by both the parties. In addition, we would like to request SUDA to include general terms & conditions, mentioned in Appendix 1, in the draft agreement.</p> <p>In case, the department have any dissent in accepting the general terms and conditions, we would like to request SUDA to include the following clause in the RFP:</p> <p><i>"The Authority shall not recover from the Consultant, 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. The Authority shall not recover from the Consultant, 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."</i></p> <p><i>The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Authority if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations."</i></p>
7	Page no. 13, ITC Clause Reference 2.15.4 Commencement of Assignment	The Transaction Adviser shall commence the work as per the Terms of Reference within 7 (seven) days of the date of acceptance of the LOA or such other date as may be mutually agreed. If the Consultant fails to either acknowledge the LOA or commence the assignment as specified herein, the LOA shall stand automatically	<p>(i) Please define "Commencement of Assignment".</p> <p>(ii) Please clarify whether deployment of 1 team member is sufficient to decide 'commencement of assignment' or do all team members need to be deployed to confirm the</p>

		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.	commencement. In the later case, please allow a period of maximum 60 days for mobilizing the team.																					
8.	<div></div> <p>Page no. 13, ITC Clause Reference 2.16 - Time Schedule for Delivery</p>	<table><tr><td>Stage 1</td><td>Submission of Inception Report</td><td>7 days from signing date</td></tr><tr><td>Stage 2</td><td>Submission of draft feasibility report</td><td>20 days from Stage 1</td></tr><tr><td>Stage 3</td><td>Submission of final feasibility report along with action plan</td><td>10 days from approval of Stage 2</td></tr><tr><td>Stage 4</td><td>Submission of the Draft RFP for selection of Agency</td><td>20 days from approval of Stage 3</td></tr><tr><td>Stage 5</td><td>Submission of the Final RFP for selection of Agency</td><td>10 days from approval of Stage 4</td></tr><tr><td>Stage 6</td><td>Evaluation of the Tender Documents and recommendation for the Selected Agency</td><td>5 days from tender closing date</td></tr><tr><td>Stage 7</td><td>Getting the Concession Agreement signed by the selected Agency</td><td>10 days from Stage 6</td></tr></table> <p>*Time allocated given in the table above is indicative. The bidders may provide their assessed time frame during the pre-bid meeting.</p>	Stage 1	Submission of Inception Report	7 days from signing date	Stage 2	Submission of draft feasibility report	20 days from 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	5 days from tender closing date	Stage 7	Getting the Concession Agreement signed by the selected Agency	10 days from Stage 6	<ul style="list-style-type: none">(i) Please allow 15 days for submission of Inception Report.(ii) Please allow minimum 60 days for submission of draft feasibility report as it will involve primary & secondary data collection from each ULB, waste characterization & several other studies and surveys.(iii) Stage 4 & 5 of time schedule should include submission of RFP, Inter-ULB and Model Concession Agreement as well.(iv) The time limit for Govt. approvals has not been defined. Factors like verification of experience before issuing the LOA has not been considered. It is submitted for PPP project after issuance of LoA the developer will register his SPV and CA will be signed between SPV and authority. Such activities are not factored into the time schedule for delivery.(v) Please clarify how much time will the Authority take after completion of stage 5 till tender closing date? For example, is there any requirement for taking tender approval from any State Level Committee, etc.?(vi) TAs involvement is envisaged only up to signing of CA. It is suggested that TA should also be assigned the responsibility of hand holding in achieving financial closure of project and monitoring of contract for at least 1 year.
Stage 1	Submission of Inception Report	7 days from signing date																						
Stage 2	Submission of draft feasibility report	20 days from 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																						
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Stage 7	Getting the Concession Agreement signed by the selected Agency	10 days from Stage 6																						
9.	<div></div> <p>Page no. 14, ITC Clause Reference 2.17 - Payment Schedule</p>	<table><tr><td>Stage 1</td><td>Submission and acceptance of Draft Feasibility Report upon acceptance of the Inception Report by Director, SUDA</td><td>20%</td></tr><tr><td>Stage 2</td><td>Submission of Final Feasibility Report along with action plan and</td><td>10%</td></tr></table>	Stage 1	Submission and acceptance of Draft Feasibility Report upon acceptance of the Inception Report by Director, SUDA	20%	Stage 2	Submission of Final Feasibility Report along with action plan and	10%	<ul style="list-style-type: none">(i) Instead of milestone based fee, the assignment should be based on man-month rate. However, if the same is not possible and the deployment of the team to SUDA is not required, then the team can deliver milestone-based outputs. In this case, one representative of the consultant may be deployed at SUDA for necessary liasoning.															
Stage 1	Submission and acceptance of Draft Feasibility Report upon acceptance of the Inception Report by Director, SUDA	20%																						
Stage 2	Submission of Final Feasibility Report along with action plan and	10%																						

		acceptance of the same by Director, SUDA			(ii) We would like to request the Authority to divide the payment between submission and acceptance of reports. For example: In first milestone, 15% payment can be made on submission of draft feasibility report and rest 5% can be made on acceptance.
		Stage 3 Submission of the Draft RFP for selection of Agency and acceptance of the same by Director, SUDA	20%		
		Stage 4 Submission of the Final RFP for selection of Agency	10%		
		Stage 5 Evaluation of Tender documents and recommendation for Selected Agency	20%		
		Stage 6 Getting the Concession Agreement signed by the selected Agency	20%		
10.	Page no. 14, ITC Clause Reference 2.18.1	<p><i>Int</i></p> <p>In case of any disputes, the matters shall be settled mutually. However, the decision of the Director, SUDA will be final and binding.</p>			<p>We would like to request that the clause be amended as:</p> <p>"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."</p>
<i>11</i>	Page no. 15, ITC Clause Reference 2.19 – Termination of the Engagement	<p>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.</p> <p>In that case a written notice will be served to the agency before terminating the contract.</p>			<p>We would like to request SUDA to amend the clause in order to include the rights of the Transaction Advisor too. The present condition is one sided and do not covers the rights of TA.</p>
<i>12</i>	Page no. 16, Letter of Proposal, Clause Reference (9)	<p>I / We hereby irrevocably waive any right or remedy, which we may have at any stage under law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and / or the Government of West Bengal] in connection with the selection of Consultant or</p>			<p>The condition is in restraint of legal proceeding, which makes it void as per Section 28 of Contract Act.</p> <p style="text-align: center;">↓</p> <p><i>Please Change</i></p>

all participating ULB
 & TA with
 Agreement

		in connection with the Selection Process itself in respect of the above-mentioned job of valuation.	
13.	Page nos. 26, 27, 28, Clause Reference (3) - Scope of work/Description of task	Scope of work/Description of task	<p>(i) DPR should be replaced by TFR.</p> <p>(ii) Tripartite agreement - we suggest SUDA should not become party to the concession agreement. It should be signed by Lead ULB and Participating ULBs as cosignatories with project developer.</p> <p>Clause 3 c) is not clear</p> <p>Clause 3 g) - Travel expenses should be reimbursed by SUDA.</p> <p>(v) After clause 3 (g):</p> <ul style="list-style-type: none"> • 4th and 6th bullet - is not clear. • 7th bullet - TA can only initiate in the approval process. The operator must obtained with the assistance by department (SUDA/ULB). • 8th bullet - not applicable to TA. • 9th bullet - should not be the part of RFP. It will be decided on Project to project basis with due consultation to SUDA and other agencies. • 11th bullet - if land is yet to be identified then how come any consultant can finish the work in the given time frame. Please reconcile. • 12th & 14th bullet is not clear. • 16th bullet - Which disposal please clarify? • 18th bullet - Such clause should not be the part of RFP.
14.	Page no. 28, Clause Reference (4) - Assignment for following proposed clusters	One transaction advisor can participate for maximum 3 (three) clusters.	<p>Please clarify how many clusters will be awarded to each Consultant, if he will be L1 in all of them.</p> <p>Please provide the amount of waste generated in each cluster.</p>
15.	Page no. 29, Clause Reference (7) (e) - Profile of Key Manpower	<p>Qualification mentioned in the RFP:</p> <p>(a) Team leader</p> <p>- 15 years' experience, Bachelor in Engineering with Post Graduate Degree in Management</p>	<p>We request you to relax the educational qualification as follows:</p> <p>(a) Team leader</p>

Compact Financial
 Bid for all clusters
 in one proposal.

Land to be removed
 all for

Waste to Gas UCB wise List 2013

		<ul style="list-style-type: none"> - Experience in leading at least 3 projects in the Solid Waste Management on PPP basis <p>(b) Solid Waste Management Specialist</p> <ul style="list-style-type: none"> - 10 years' experience, Bachelor in Engineering with relevant Post Graduate Degree - Experience in handling at least 3 Solid Waste Management projects involving feasibility assessment, operations, technical aspects etc. <p>(c) PPP specialist</p> <ul style="list-style-type: none"> - 10 years' experience, Post Graduate Degree in Management/ Finance/Economics - Experience in handling at least 3 transaction projects executed in PPP mode <p>(d) Financial Analyst</p> <ul style="list-style-type: none"> - 8 years' experience, Post Graduate in Management/Finance/Economics - Experience in at least 3 such projects executed in PPP mode and should have handled at least one project. <p>(e) Legal Advisor</p> <ul style="list-style-type: none"> - Should be LLB - 15 years' experience in High Court. - Experience in at least 3 projects, preferably similar in nature, executed on PPP mode 	<ul style="list-style-type: none"> - 10 years' experience, Bachelor in Engineering/MBA/ M.Plant - Experience in leading at least 3 projects of Urban/Infrastructure sector project on PPP basis. <p>b) Solid Waste Management Specialist</p> <ul style="list-style-type: none"> - 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. <p>(c) PPP specialist</p> <ul style="list-style-type: none"> - 5 years' experience, Post Graduate Degree in Management/Finance/Economics - Experience in handling at least 2 transaction projects executed in PPP mode <p>(d) Financial Analyst</p> <ul style="list-style-type: none"> - 5 years' experience, Post Graduate in Management/Finance/Economics/Chartered Accountant - Experience in at least 2 such projects executed in PPP mode. <p>(e) Legal Advisor</p> <ul style="list-style-type: none"> - Should be LLB - 5 years' experience in at least 2 projects, preferably similar in nature, executed on PPP mode
16.	Page no. 30, Clause Reference (9) - Items to be provided by the SUDA	<p>SUDA will provide all the relevant information, documents and data available with them to the TA.</p>	<p>What about the data which is not available with SUDA? We request all the data should be provided by SUDA. Else SUDA should provide assistance in obtaining data from each ULB in the respective cluster.</p>

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.

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 selection
of O & M Agency/s**

**State Urban Development Agency,
Urban Development & Municipal Affairs Department
Government of West Bengal
December 2018**

Ref: SUDA-227/2018/1617

Dated: 31.12.2018

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 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 O & M Agency/s**

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 O & M Agency/s. **The Bid is due for submission on 22.01.2019 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.

Any clarifications or details solicited in this matter will be clarified in the **Pre-Bid Meeting to be held on 08.01.2019 at 15:00 hours** in the office of State Urban Development Agency (SUDA) at ILGUS Bhawan, HC Block, Sector-III, Bidhannagar, Kolkata – 700106.

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

Yours faithfully,

Director, SUDA

Ref: SUDA-227/2018/1617

Dated: 31.12.2018

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 O & M Agency/s.

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 O & M Agency/s."**

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 O & M agencies 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 O & M Agency/s.

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 L1 applicant may be called for negotiation, if necessary, while the L2 applicant will be kept in reserve.

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	31/12/2018
2	Pre Bid Meeting	08/01/2019, @ 15.00 hrs
3	Bid proposal submission last date	22/01/2019, @ 15.00 hrs
4	Financial bid opening date	25/01/2019, @15.00 hrs

2. INSTRUCTIONS TO APPLICANTS

2.1. SUBMISSION OF PROPOSAL

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

2.2. CONDITIONS OF ELIGIBILITY OF APPLICANTS

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

2.3. VISIT TO AUTHORITY AND VERIFICATION OF INFORMATION

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

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

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

Address:

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

The Authority shall endeavor to respond to the queries within a reasonable time. The responses will be sent by fax or e-mail. The Authority will post the reply to all such queries on the Official Website without identifying the source of queries. The Authority reserves the right not to respond to any queries or provide any

clarifications, in its sole discretion, and nothing in the RFP shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.4. AMENDMENT OF RFP

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

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

2.5. RIGHT TO REJECT ANY OR ALL PROPOSALS

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

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

2.6. DUE DILIGENCE BY APPLICANTS

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

2.7. 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