

**সুডা****রাজ্য নগর উন্নয়ন সংস্থা****SUDA****STATE URBAN DEVELOPMENT AGENCY**

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

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

SUDA-477/2019/ ৭৭৪৫

১৭ .02.2020

ক্রমিক নং .....

তারিখ .....

From : Director, SUDA

To : The Branch Manager,  
Axis Bank Ltd.,  
Salt Lake, Sector-II Branch,  
BJ-110, Sector-II  
Salt Lake City, Kolkata – 700 091.


**Sub : Electronic Transfer of Fund debiting this office  
Current Account No. 916010072244925.**

**Capacity Building & A & OE - Swachh Bharat Mission (SBM)**

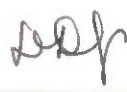
Sir,

You are requested to kindly arrange for electronic transfer of fund as per details given below debiting the amount from this office Current Account No.916010072244925 lying with your branch in respect of Swachh Bharat Mission SBM).

Sl. No.	Name of Payee	Amount in Rs.	Bank Details
01.	KPMG Advisory Services Private Limited	1,53,366.00	KOTAK Mahindra Bank Limited, Delhi Branch, A/C No. 01722540000258 IFS Code. KKBK0000172
(Rupees One Lakh Fifty Three Thousand Three Hundred Sixty Six only)			

  
Petrus Anuranjan Soreng  
Finance Officer, SUDA

Finance Officer  
State Urban Development Agency  
Kolkata

  
Debarati Datta Gupta,  
Director, SUDA

Director  
State Urban Development Agency

দূরভাষ : ২৩৫৮ ৬৪০৩ / ৫৭৬৭, ফ্যাক্স : ২৩৫৮ ৫৮০০

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

Account Section : 2358 6408



**KPMG Advisory Services Private Limited**  
Unit No. 604, 6th Floor, Tower 1, Plot No. 5, Block  
Dp, Godrej Waterside, Sector V, Salt Lake  
Kolkata, WB, 700091, India

Telephone: +91 33 4403 4000  
Fax: +91 33 4403 4199  
Internet: www.kpmg.com/in  
Email: indiawebsite@kpmg.com

## Tax Invoice ORIGINAL FOR RECIPIENT

State Urban Development Agency  
ILGUS Bhawan  
HC Block Sector III Bidhannagar, Kolkata Kolkata-700106, West Bengal, India  
GSTIN No: N/A  
PAN : N/A

Invoice Date : 06-DEC-19  
Tax Invoice No : KASP-WB/300196  
GSTIN No : 19AABCK2895D1ZF  
PAN : AABCK2895D

Kind Attention: Debarati Dutta Gupta

### Description of Supply

Acceptance of Inception Report by SUDA (Cluster 7)

Amount in INR

144,684

Total Taxable Value	144,684
CGST @ 9 %	13,022
SGST @ 9 %	13,022
<b>Total</b>	<b>170,728</b>

(INR One Lakh Seventy Thousand Seven Hundred Twenty-Eight Only)

HSN Code : 9983	Description of HSN : Other professional, technical and business services
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Our charges become payable when this bill is issued. This account is therefore now due for settlement. Please detach the slip below and send it with your cheque or bank draft (if outside India) to the accounts department at the above address.

Payment can also be made directly to the following Bank Account, quoting the Tax invoice number and under intimation to us of the remittance being made:

Cheque/draft in favour of	KPMG Advisory Services Private Limited
Beneficiary Bank Name	KOTAK Mahindra Bank Limited
Beneficiary Bank Address	DELHI Branch G-F 3A-3J, Ground Floor, Amba Deep, 14, Kasturba Gandhi Marg New Delhi
Beneficiary IFSC Code	KKBK0000172
Beneficiary Account No	To the credit of KPMG Advisory Services Private Limited, Account No.01722540000258

### Nostro Bank Details

Intermediary Bank Name	Intermediary Swift Code	Intermediary Account No	Intermediary Additional Info
KOTAK Mahindra Bank Limited, New Delhi		KOTAK Mahindra Bank Limited, New Delhi 01722540000258	

Please share payment advice / invoice details at: ar-india@kpmg.com

Client Name	State Urban Development Agency	Client Code: 1469029	Project Code: 1543935
Place Of Supply:	ILGUS Bhawan HC Block Sector III Bidhannagar, Kolkata Kolkata-700106, West Bengal, India	State Name/Code: West Bengal/19	Reference No: 4047077
Whether the tax is payable under the Reverse Charge: No			

Passed for Payment Rs. 1,70,728/-

(Rupees One lakh seventy thousand seven hundred twenty eight only)  
Only to be debited towards Capacity Building - SBM.

Gross Amt. 1,70,728/-  
(-) GST (2%) 2,894/-  
(-) TDS (10%) 14,468/-

Net. Amt. 1,53,366/-

Signature valid  
ANUJ MEHTA  
06.12.2019 16:31

18/02/2020

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

Registered Office:  
Building No. 10, 8th Floor, Tower-B  
DLF Cyber City, Phase - II  
Gurgaon - 122002 (India)



**KPMG Advisory Services Private Limited**  
Unit No. 604, 6th Floor, Tower 1, Plot No. 5, Block  
Dp, Godrej Waterside, Sector V, Salt Lake  
Kolkata, WB, 700091, India

Telephone: +91 33 4403 4000  
Fax: +91 33 4403 4199  
Internet: www.kpmg.com/in  
Email: indiawebsite@kpmg.com

**Tax Invoice**  
**ORIGINAL FOR RECIPIENT**

State Urban Development Agency  
ILGUS Bhawan  
HC Block Sector III Bidhannagar, Kolkata Kolkata-700106, West Bengal, India  
GSTIN No: N/A  
PAN : N/A

Invoice Date : 06-DEC-19  
Tax Invoice No : KASP-WB/300196  
GSTIN No : 19AABCK2895D1ZF  
PAN : AABCK2895D

Kind Attention: Debarati Dutta Gupta

**Description of Supply**

**Amount in INR**

Acceptance of Inception Report by SUDA (Cluster 7)

144,684

**PAID & CANCELLED**  
18/02/2020

Total Taxable Value 144,684  
CGST @ 9 % 13,022  
SGST @ 9 % 13,022  
**Total 170,728**

(INR One Lakh Seventy Thousand Seven Hundred Twenty-Eight Only)

HSN Code : 9983	Description of HSN : Other professional, technical and business services
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<b>Beneficiary Bank Name</b>	KOTAK Mahindra Bank Limited
<b>Beneficiary Bank Address</b>	DELHI Branch G-F 3A-3J, Ground Floor, Amba Deep, 14, Kasturba Gandhi Marg New Delhi
<b>Beneficiary IFSC Code</b>	KKBK0000172
<b>Beneficiary Account No</b>	To the credit of KPMG Advisory Services Private Limited, Account No.01722540000258

**Nostro Bank Details**

<b>Intermediary Bank Name</b>	<b>Intermediary Swift Code</b>	<b>Intermediary Account No</b>	<b>Intermediary Additional Info</b>
KOTAK Mahindra Bank Limited, New Delhi		KOTAK Mahindra Bank Limited, New Delhi 01722540000258	

Please share payment advice / invoice details at: ar-india@kpmg.com

<b>Client Name</b>	State Urban Development Agency	<b>Client Code:</b> 1469029	<b>Project Code:</b> 1543935
<b>Place Of Supply:</b>	ILGUS Bhawan HC Block Sector III Bidhannagar, Kolkata Kolkata-700106, West Bengal, India	<b>State Name/Code:</b> West Bengal/19	<b>Reference No:</b> 4047077

Whether the tax is payable under the Reverse Charge: No

Signature valid

ANUJ MEHTA

06.12.2019 16:31



## রাজ্য নগর উন্নয়ন সংস্থা

## STATE URBAN DEVELOPMENT AGENCY

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

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

ক্রমিক নং SUDA-477/2019/9357

তারিখ 12.02.2020

To

Mr. Sumouleendra Ghosh

Director, KPMG Advisory Services Private Limited

Godrej Waterside, Unit No. 604,

6th Floor, Tower “1” Plot No. 5,

Block - DP Sector V, Salt Lake

Kolkata - 700 091

Email: [sumouleendra@kpmg.com](mailto:sumouleendra@kpmg.com)

Subject : Inception Report Approval

Dear Mr. Sumouleendra Ghosh,

With respect to the Inception report submitted by your office on 15<sup>th</sup> November, 2019 for **Cluster - 7** (Panihati, Titagarh, Khardah, Barrackpore, North Barrackpore, and Garulia) the department accords approval on the inception report. You are now requested to initiate the work for Feasibility Report at the earliest and ensure its submission as per timelines mentioned in Contract.

Approver's Name : Debarati Dutta Gupta

Designation : Director

Organization : State Urban Development Agency

Approver's Sign :

12/2/20

Date :



## STATE URBAN DEVELOPMENT AGENCY

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

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

SUDA-477/2019/৭২০২

05.02.2020

ক্রমিক নং .....

তারিখ .....

From : Director, SUDA

To : The Branch Manager,  
Axis Bank Ltd.,  
Salt Lake, Sector-II Branch,  
BJ-110, Sector-II  
Salt Lake City, Kolkata – 700 091.

**Sub : Electronic Transfer of Fund debiting this office  
Current Account No. 916010072244925.**

**Capacity Building & A & OE - Swachh Bharat Mission (SBM)**

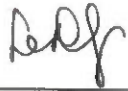
Sir,

You are requested to kindly arrange for electronic transfer of fund as per details given below debiting the amount from this office Current Account No.916010072244925 lying with your branch in respect of Swachh Bharat Mission SBM).

Sl. No.	Name of Payee	Amount in Rs.	Bank Details
01.	KPMG Advisory Services Private Limited	1,53,366.00	KOTAK Mahindra Bank Limited, Delhi Branch, A/C No. 01722540000258 IFS Code. KKBK0000172
(Rupees One Lakh Fifty Three Thousand Three Hundred Sixty Six only)			

  
Petrus Anuranjan Soreng  
Finance Officer, SUDA

Finance Officer  
State Urban Development Agency  
Govt. of West Bengal

  
Debarati Datta Gupta,  
Director, SUDA

Director  
State Urban Development Agency

দূরভাষ : ২৩৫৮ ৬৪০৩ / ৫৭৬৭, ফ্যাক্স : ২৩৫৮ ৫৮০০

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

Account Section : 2358 6408

  
05/02/2020

## GUARANTEE ISSUING ADVICE

KPMG ADVISORY SERVICES PVT LTD  
ATTN:SHALINI GUPTA  
8TH FLOOR BUILDING 10 TOWER C DLF  
CYBER CITY GURGAON HARYANA INDIA  
122002 ACCOUNT NO. 166-359406-680

DEAR SIR(S)/MADAM,

SUB : Your request for issuance of guarantee  
FOR INR 290,000.00  
IN FAVOUR OF THE DIRECTOR,  
EXPIRING ON 15DEC2020

With reference to the above, we confirm issuance of guarantee on your behalf. Details and commission charged are given below.

YOUR REFERENCE NUMBER	VF82566NDH
OUR REFERENCE	PEBNDH912274
AMOUNT	INR 290,000.00
IN FAVOUR OF	THE DIRECTOR,
EXPIRY DATE	15DEC2020

WE HAVE DEBITED YOUR ACCOUNT 054-623095-001 , AS FOLLOWS:

GTE ISSUING COMM	INR	1,450.00
TOTAL	INR	1,450.00

START DATE 20-DEC-19  
END DATE 15-DEC-20  
FINAL MONTHS 12.00  
CCY INR  
GTE VALUE 290,000.00  
EXCHANGE RATE (IF FCY) 1.00  
INR EQUIVALENT 290,000.00  
COMMISSION RATE (%) 0.500  
COMMISSION (IN INR) 1,450.00  
PROCESSING FEE 0.00  
STAMPS 100.00  
CABLE 0.00  
SUB TOTAL 0.00  
TOTAL COMMISSION AMOUNT 1,550.00

Please note that basis Goods and Services Tax (GST) regulations and notified GST rates, Central GST, State/Union Territory GST, or Inter-State GST, as applicable, and Cess as applicable would apply on our fees and charges.

THIS COMPUTER GENERATED ADVICE DOES NOT REQUIRE A SIGNATURE.

START DATE 20-DEC-19  
END DATE 15-DEC-20  
FINAL MONTHS 12.00  
CCY INR  
GTE VALUE 290,000.00  
EXCHANGE RATE (IF FCY) 1.00  
INR EQUIVALENT 290,000.00  
COMMISSION RATE (%) 0.500  
COMMISSION (IN INR) 1,450.00  
PROCESSING FEE 0.00  
STAMPS 100.00  
CABLE 0.00  
SUB TOTAL 0.00  
TOTAL COMMISSION AMOUNT 1,550.00  
GTE ISSUING COMM INR 1,450.00



OUR GUARANTEE NO: PEBNDH912274

M/S:  
THE DIRECTOR,  
STATE URBAN DEVELOPMENT AGENCY,

SUB : BANK GUARANTEE REF NO: PEBNDH912274  
DATED : 20DEC2019  
FOR : INR 290,000.00  
VALID UPTO : 15DEC2020  
ISSUED ON BEHALF OF : KPMG ADVISORY SERVICES PVT LTD

Dear Sir(s)/Madam,

We confirm Issuance/Extension/Amendment of the above mentioned guarantee in your favour and that the guarantee has been signed by signatories who have the requisite power to execute such documents on behalf of the bank.

The Beneficiary in its own interest is advised to seek a confirmation of issuance of this guarantee from the controlling office at The Hongkong and Shanghai Banking Corporation Limited, Nesco IT Park, Building No.3, 9th floor Western Express Highway, Goregaon (E), Mumbai - 400 063, India enclosing a copy of the same.

Yours faithfully,



Authorised Signatory

**The Hongkong and Shanghai Banking Corporation Limited**

Global Trade and Receivables Finance

31 B B D Bagh, Kolkata - 700001, India.

Website: [www.hsbc.co.in](http://www.hsbc.co.in)

*Incorporated in Hong Kong SAR with limited liability*



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AC 601003

AMOUNT NOT OVER INR 290,000/-

To  
THE DIRECTOR,  
STATE URBAN DEVELOPMENT AGENCY

This Stamp paper of INR 100/- forms a part of guarantee no. PEBNDH912274 dated 20DEC2019 for INR 290,000/- issued by us on account of KPMG ADVISORY SERVICES PVT LTD favouring yourselves.

For The Hong Kong and Shanghai Banking Corporation Limited

Authorized Signatory

**Debasmit Paul**  
Signature No B-050227  
Assistant Manager, Trade Mid Office  
GTRF-Services, Eastern India  
Substitute Attorney Dated 18 Dec 2018



Authorized Signatory

**Saurasish Saha**  
Assistant Manager, Trade Mid Office  
GTRF-Services, Eastern India

Place: Kolkata  
Date: 20DEC2019



THE DIRECTOR,  
STATE URBAN DEVELOPMENT AGENCY,

DATE OF ISSUE: 20DEC2019

GUARANTEE REFERENCE: PEBNDH912274

BANK GUARANTEE FOR PERFORMANCE SECURITY

TO

THE DIRECTOR,  
STATE URBAN DEVELOPMENT AGENCY,  
URBAN DEVELOPMENT AND MUNICIPAL AFFAIRS DEPARTMENT, GOVERNMENT  
OF WEST BENGAL,  
ILGUS BHAWAN, HC BLOCK, SECTOR III, BIDHANNAGAR,  
KOLKATA 700106, WEST BENGAL

IN CONSIDERATION OF STATE URBAN DEVELOPMENT AGENCY, (HEREINAFTER REFERRED TO AS SUDA) WHICH EXPRESSION SHALL, UNLESS REPUGNANT TO THE CONTEXT OR MEANING THEREOF, INCLUDE ITS SUCCESSORS, ADMINISTRATORS AND ASSIGNS) AWARDED TO KPMG ADVISORY SERVICES PRIVATE LIMITED, A COMPANY INCORPORATED UNDER COMPANIES ACT, 1956, HAVING ITS REGISTERED OFFICE AT LODHA EXCELUS, 1ST FLOOR, APOLLO MILLS COMPOUND, NM JOSHI MARG, MAHALAXMI, MUMBAI 400 011 (HEREINAFTER REFERRED AS THE CONSULTANT WHICH EXPRESSION SHALL, UNLESS REPUGNANT TO THE CONTEXT OR MEANING THEREOF, INCLUDE ITS SUCCESSORS, ADMINISTRATORS, EXECUTORS AND PERMITTED ASSIGNS), VIDE THE SUDAS PROJECT REF NO. STATE URBAN DEVELOPMENT AGENCY-477/2019/6306 DATED: 06.09.2019 VALUED AT RS. 28,93,684/- (RUPEES TWENTY EIGHT LAKH NINETY THREE THOUSAND AND SIX HUNDRED AND EIGHTY FOUR ONLY), (HEREINAFTER REFERRED TO AS THE AGREEMENT) THE ASSIGNMENT FOR CONSULTANCY SERVICES IN RESPECT OF THE APPOINTMENT OF TRANSACTION ADVISOR FOR ASSISTING THE STATE GOVERNMENT FOR PLANNING OF SCIENTIFIC SOLID WASTE MANAGEMENT THROUGH CLUSTER APPROACH AND BID PROCESS MANAGEMENT FOR SELECTION OF DEVELOPERS AND OPERATORS FOR CLUSTER NO. 7: PANIHATI, TITAGARH, KHARDAH, BARRACKPORE, NORTH BARRACKPORE AND GARULIA PROJECT, AND THE CONSULTANT HAVING AGREED TO FURNISH A BANK GUARANTEE AMOUNTING TO RS. 2,90,000/- (RUPEES TWO LAKHS NINETY THOUSAND ONLY) TO THE SUDA FOR PERFORMANCE OF THE SAID AGREEMENT.

WE, THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED, A COMPANY INCORPORATED UNDER THE COMPANIES ORDINANCE OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION (HKSAR), HAVING ITS

..... TO BE CONTINUED ON PAGE 2 .....





REGISTERED OFFICE AT 1, QUEENS ROAD CENTRAL, HONG KONG AND ACTING THROUGH ITS BRANCH AT 31, B B D BAG, KOLKATA 700 001, INDIA. (HEREINAFTER REFERRED TO AS THE BANK WHICH EXPRESSION SHALL, UNLESS REPUGNANT TO THE CONTEXT OR MEANING THEREOF, INCLUDE ALL ITS SUCCESSORS, ADMINISTRATORS, EXECUTORS AND PERMITTED ASSIGNEES) AT THE REQUEST OF THE CONSULTANT DO HEREBY UNDERTAKE TO PAY TO THE SUDA AN AMOUNT NOT EXCEEDING RS. 2,90,000/- (RUPEES TWO LAKHS NINETY THOUSAND ONLY) AGAINST ANY LOSS OR DAMAGE CAUSED TO OR SUFFERED OR WOULD BE CAUSED TO OR SUFFERED BY THE SUDA BY REASON OF ANY BREACH BY THE SAID CONSULTANT OF ANY OF THE TERMS OR CONDITIONS CONTAINED IN THE SAID AGREEMENT.

1. WE, THE BANK, DO HEREBY UNDERTAKE TO PAY THE AMOUNTS DUE AND PAYABLE UNDER THIS GUARANTEE WITHOUT ANY DEMUR, MERELY ON A WRITTEN DEMAND FROM THE SUDA STATING THAT THE AMOUNT SO CLAIMED IS DUE BY WAY OF LOSS OR DAMAGE CAUSED TO OR WOULD BE CAUSED TO OR SUFFERED BY THE SUDA BY REASON OF BREACH BY THE SAID CONSULTANT OF ANY OF THE TERMS OR CONDITIONS CONTAINED IN THE SAID AGREEMENT OR BY REASON OF THE CONSULTANTS FAILURE TO PERFORM THE SAID AGREEMENT. PROVIDED HOWEVER, THE WRITTEN DEMAND MUST BE ACCOMPANIED BY A COPY OF THE NOTICE SENT TO THE CONSULTANT BY THE SUDA TO CURE /RECTIFY THE DEFAULT AT LEAST 30 (THIRTY) DAYS PRIOR TO PRESENTATION OF ANY DEMAND OF ITS INTENTION TO HAVE RECOURSE TO THE GUARANTEE, SETTING OUT THE ACT OR OMISSION OF THE CONSULTANT, WHICH IT ASSERTS CONSTITUTES THE BREACH OF TERMS AND CONDITIONS OF THE SAID CONTRACT OR LOSS/DAMAGE SUFFERED GIVING RISE TO THE DEMAND. ANY SUCH DEMAND MADE ON THE BANK SHALL BE CONCLUSIVE AS REGARDS THE AMOUNT DUE AND PAYABLE BY THE BANK UNDER THIS GUARANTEE. HOWEVER, OUR LIABILITY UNDER THIS GUARANTEE SHALL BE RESTRICTED TO AN AMOUNT NOT EXCEEDING RS. 2,90,000/- (RUPEES TWO LAKHS NINETY THOUSAND ONLY)

2. WE, THE BANK, DO HEREBY UNDERTAKE TO PAY TO THE SUDA ANY MONEY SO DEMANDED IN WRITING IN THE MANNER PRESCRIBED ABOVE NOTWITHSTANDING ANY DISPUTE OR DISPUTES RAISED BY THE CONSULTANT IN ANY SUIT OR PROCEEDING PENDING BEFORE ANY COURT OR TRIBUNAL RELATING THERETO, OUR LIABILITY UNDER THIS PRESENT BEING ABSOLUTE AND UNEQUIVOCAL. THE PAYMENT SO MADE BY US UNDER THIS GUARANTEE SHALL BE A VALID DISCHARGE OF OUR LIABILITY FOR PAYMENT THEREUNDER AND THE CONSULTANT SHALL HAVE NO CLAIM AGAINST US FOR MAKING SUCH PAYMENT.

3. WE, THE BANK, FURTHER AGREE THAT THE GUARANTEE HEREIN CONTAINED SHALL REMAIN IN FULL FORCE AND EFFECT DURING THE PERIOD THAT WOULD BE REQUIRED FOR THE PERFORMANCE OF THE SAID AGREEMENT AND THAT IT SHALL CONTINUE TO BE ENFORCEABLE TILL ALL THE DUES OF THE SUDA UNDER OR BY VIRTUE OF THE SAID AGREEMENT

..... TO BE CONTINUED ON PAGE 3 .....





GUARANTEE REFERENCE: PEBNDH912274

DATE OF ISSUE: 20DEC2019

HAVE BEEN FULLY PAID AND ITS CLAIMS SATISFIED OR DISCHARGED OR TILL THE SUDA CERTIFIES THAT THE TERMS AND CONDITIONS OF THE SAID AGREEMENT HAVE BEEN FULLY AND PROPERLY CARRIED OUT BY THE SAID CONSULTANT AND ACCORDINGLY DISCHARGES THIS GUARANTEE OR TILL THE DATE OF ITS EXPIRY I.E 15 DECEMBER 2020 (EXPIRY DATE), WHICHEVER IS EARLIER. UNLESS A DEMAND MADE IN THE MANNER PRESCRIBED ABOVE UNDER THIS GUARANTEE IS MADE ON US IN WRITING ON OR BEFORE 15 DECEMBER 2020 (EXPIRY DATE), WE SHALL BE DISCHARGED FROM ALL LIABILITY UNDER THIS GUARANTEE THEREAFTER.

4. WE, THE BANK FURTHER AGREE WITH THE SUDA THAT THE SUDA SHALL HAVE THE FULLEST LIBERTY WITHOUT OUR CONSENT AND WITHOUT AFFECTING IN ANY MANNER OUR OBLIGATIONS HEREUNDER TO VARY ANY OF THE TERMS AND CONDITIONS OF THE SAID AGREEMENT OR TO EXTEND TIME OF PERFORMANCE BY THE SAID CONSULTANT FROM TIME TO TIME OR TO POSTPONE FOR ANY TIME OR FROM TIME TO TIME ANY OF THE POWERS EXERCISABLE BY THE SUDA AGAINST THE SAID CONSULTANT AND TO FORBEAR OR ENFORCE ANY OF THE TERMS AND CONDITIONS RELATING TO THE SAID AGREEMENT AND WE SHALL NOT BE RELIEVED FROM OUR LIABILITY BY REASON OF ANY SUCH VARIATION, OR EXTENSION BEING GRANTED TO THE SAID CONSULTANT OR FOR ANY FORBEARANCE, ACT OR OMISSION ON THE PART OF THE SUDA OR ANY INDULGENCE BY THE SUDA TO THE SAID CONSULTANT OR ANY SUCH MATTER OR THING WHATSOEVER WHICH UNDER THE LAW RELATING TO SURETIES WOULD, BUT FOR THIS PROVISION, HAVE THE EFFECT OF SO RELIEVING US.

5. THIS GUARANTEE WILL NOT BE DISCHARGED DUE TO THE CHANGE IN THE CONSTITUTION OF THE BANK OR THE CONSULTANT(S).

6. WE, THE BANK LASTLY UNDERTAKE NOT TO REVOKE THIS GUARANTEE DURING ITS CURRENCY EXCEPT WITH THE PREVIOUS CONSENT OF THE SUDA IN WRITING.

7. THIS GUARANTEE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF INDIA AND SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF INDIAN COURTS.

8. NOTWITHSTANDING ANYTHING CONTAINED TO THE CONTRARY CONTAINED HEREIN:

1. OUR LIABILITY UNDER THIS GUARANTEE SHALL NOT EXCEED RS. 2,90,000/- (RUPEES TWO LAKHS NINETY THOUSAND ONLY)

2. THIS BANK GUARANTEE SHALL BE VALID UP TO 15 DECEMBER 2020 (EXPIRY DATE).

3. WE ARE LIABLE TO PAY THE GUARANTEE AMOUNT OR ANY PART THEREOF UNDER THIS BANK GUARANTEE ONLY IF YOU SERVE UPON US A WRITTEN DEMAND MADE IN THE MANNER PRESCRIBED IN THIS GUARANTEE IN ORIGINAL AT THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED, GTRF SERVICES, 31, B B D BAG, KOLKATA 700 001, WHICH

..... TO BE CONTINUED ON PAGE 4 .....



GUARANTEE REFERENCE: PEBNDH912274

DATE OF ISSUE: 20DEC2019

SHOULD BE RECEIVED BY US, ON OR BEFORE 15 DECEMBER 2020 (EXPIRY DATE), FAILING WHICH ALL YOUR RIGHTS UNDER THIS GUARANTEE SHALL BE FORFEITED AND WE SHALL BE RELIEVED AND DISCHARGED FROM ALL LIABILITIES THERE UNDER WHETHER OR NOT THIS GUARANTEE BOND IS RETURNED TO US OR NOT.

PLACE : KOLKATA

DATE : 20 DECEMBER 2019

\*\*\*\*\* THIS DOCUMENT CONSISTS OF 4 PAGES \*\*\*\*\*

FOR THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED

Authorized Signatory

**Debasmith Paul**

Signature No. B-050227  
Assistant Manager, Trade Mid Office  
GTRF-Services, Eastern India  
Substitute Attorney Dated 18 Dec 2018

Witness:



Authorized Signatory

**Saurasish Saha**

Assistant Manager, Trade Mid Office  
GTRF-Services, Eastern India

- 1) . . . . . C/o The Hongkong and Shanghai Banking Corporation Limited
- 2) . . . . . C/o The Hongkong and Shanghai Banking Corporation Limited





Telephone: +91 33 4403 4000  
Fax: +91 33 4403 4199  
Internet: [www.kpmg.com/in](http://www.kpmg.com/in)  
Email: [indiawebsite@kpmg.com](mailto:indiawebsite@kpmg.com)

State Urban Development Agency  
ILGUS Bhawan  
HC Block Sector III Bidhannagar, Kolkata Kolkata-700106, West Bengal, India  
GSTIN No: N/A  
PAN : N/A

Invoice Date : 12-NOV-19  
Tax Invoice No : KASP-WB/300178  
GSTIN No : 19AABCK2895D1ZF  
PAN : AABCK2895D

### Description of Supply

Amount in INR

### Submission of the Inception Report

144,684

Total Taxable Value	144,684
CGST @ 9 %	13,022
SGST @ 9 %	13,022
<b>Total</b>	<b>170,728</b>

(INR One Lakh Seventy Thousand Seven Hundred Twenty-Eight Only)

Our charges become payable when this bill is issued. This account is therefore now due for settlement. Please detach the slip below and send it with your cheque or bank draft (if outside India) to the accounts department at the above address.

Payment can also be made directly to the following Bank Account, quoting the Tax invoice number and under intimation to us of the remittance being made:

Cheque/draft in favour of	KPMG Advisory Services Private Limited
---------------------------	--

### Nostro Bank Details

Please share payment advice / invoice details at: [ar-india@kpmg.com](mailto:ar-india@kpmg.com)

Whether the tax is payable under the Reverse Charge: No

Passed for Payment Rs. 1,70,728/-

(Rupees) One lakh seventy thousand seven hundred twenty eight only.  
Only to be debited towards... Capacity Building - SBM.

Signature valid  
ANUJ MEHTA  
13.11.2019 08:38

Gross Amt. 1,70,728 / -  
- GST (2%) 2,894 / -  
- TDS (10%) 14,468 / -

Net Amt. 1,53,366 / -

04/02/2020

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

**Registered Office :**  
Building No. 10, 8th Floor, Tower-B  
DLF Cyber City, Phase - II  
Gurgaon - 122002 (India)



**KPMG Advisory Services Private Limited**  
Unit No. 604, 6th Floor, Tower 1, Plot No. 5, Block  
Dp, Godrej Waterside, Sector V, Salt Lake  
Kolkata, WB, 700091, India

Telephone: +91 33 4403 4000  
Fax: +91 33 4403 4199  
Internet: www.kpmg.com/in  
Email: indiawebsite@kpmg.com

cluster-7

**Tax Invoice**  
**ORIGINAL FOR RECIPIENT**

State Urban Development Agency  
ILGUS Bhawan  
HC Block Sector III Bidhannagar, Kolkata Kolkata-700106, West Bengal, India  
GSTIN No: N/A  
PAN : N/A

Invoice Date : 12-NOV-19  
Tax Invoice No : KASP-WB/300178  
GSTIN No : 19AABCK2895D1ZF  
PAN : AABCK2895D

Kind Attention: Debarati Dutta Gupta

**Description of Supply**

Submission of the Inception Report

**Amount in INR**

144,684

Total Taxable Value 144,684  
CGST @ 9 % 13,022  
SGST @ 9 % 13,022  
**Total 170,728**

(INR One Lakh Seventy Thousand Seven Hundred Twenty-Eight Only)

HSN Code : 9983	Description of HSN : Other professional, technical and business services
-----------------	--

Our charges become payable when this bill is issued. This account is therefore now due for settlement. Please detach the slip below and send it with your cheque or bank draft (if outside India) to the accounts department at the above address.

Payment can also be made directly to the following Bank Account, quoting the Tax invoice number and under intimation to us of the remittance being made:

<b>Cheque/draft in favour of</b>	KPMG Advisory Services Private Limited
<b>Beneficiary Bank Name</b>	KOTAK Mahindra Bank Limited
<b>Beneficiary Bank Address</b>	DELHI Branch G-F 3A-3J, Ground Floor, Amba Deep, 14, Kasturba Gandhi Marg New Delhi
<b>Beneficiary IFSC Code</b>	KKBK0000172
<b>Beneficiary Account No</b>	To the credit of KPMG Advisory Services Private Limited, Account No.01722540000258

**Nostro Bank Details**

<b>Intermediary Bank Name</b>	<b>Intermediary Swift Code</b>	<b>Intermediary Account No</b>	<b>Intermediary Additional Info</b>
KOTAK Mahindra Bank Limited, New Delhi		KOTAK Mahindra Bank Limited, New Delhi 01722540000258	

Please share payment advice / invoice details at: ar-india@kpmg.com

<b>Client Name</b>	State Urban Development Agency	<b>Client Code:</b> 1469029	<b>Project Code:</b> 1543935
<b>Place Of Supply:</b>	ILGUS Bhawan HC Block Sector III Bidhannagar, Kolkata Kolkata-700106, West Bengal, India	<b>State Name/Code:</b> West Bengal/19	<b>Reference No:</b> 4046728

Whether the tax is payable under the Reverse Charge: No

Signature valid  
ANUJ MENTA  
13.11.2019 08:38



KPMG Advisory Services Private Limited  
Unit No. 604  
6th Floor, Tower 1, Godrej Waterside  
Block - DP, Salt Lake Sector V  
Kolkata-700091

UD/00/2019/08328  
Pr. Secy, UD & MA, 7/1/19

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Fax +91 33 4403 4199  
Internet www.in.kpmg.com  
Email: indiawebsite@kpmg.com

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

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

Dear Sir,

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

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

Yours faithfully,

(Sumouleendra Ghosh)  
Director, KPMG Advisory Services Private Limited



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

JS (KM)  
8/1/19  
16/1/2019  
D. N. S. Mitra  
P. I. b  
15/1/19

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

**Registered Office:**  
Lodha Excelus, 1<sup>st</sup> Floor, Apollo Mills Compound  
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Email: [indiawebsite@kpmg.com](mailto:indiawebsite@kpmg.com)

14 August 2019

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

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

Dear Sir,

This is with respect to the Work Order no. SUDA-227/2018(Pt.I)/5510 dated 13 August 2019 which was issued to us based on our earlier discussions with you. The rate mentioned in the work order was proposed by you based on the earlier contracts you have signed with the other Transaction Advisors for the previous clusters. We are currently taking necessary internal approvals for accepting the proposed rate and also terms and conditions contained in the earlier contracts as shared by you.

Please note that we will be happy to accept your offer and sign the contract for the proposed clusters 5, 6 and 7 only after we receive necessary internal financial and risk management approvals as mentioned above.

We will keep you informed on the progress and communicate our final decisions at the earliest

Yours faithfully,

(Sumouleendra Ghosh)

Director, KPMG Advisory Services Private Limited

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



Transaction Advisory services for Assisting  
the State Government for Planning of  
Scientific Solid Waste Management through  
Cluster Approach and Bid Process  
Management for selection of Developers &  
Operators - Cluster 7 (Panihati, Titagarh,  
Khardah, Barrackpore, North Barrackpore &  
Garulia Municipalities)

**INCEPTION REPORT**

**State Urban Development Agency**

29 October 2019

Sri S. Chatterjee, AG / Sri S. Misra, AG  
Pl. check & prepare a note  
for the meeting on 11th Nov. 19.  
S/ 8/11/19.



KPMG Advisory Services Private Limited  
Godrej Waterside, Unit No. 604  
6th Floor, Tower 1, Plot No. 5  
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Email: [indiawebsite@kpmg.com](mailto:indiawebsite@kpmg.com)

**Strictly Private & Confidential**

October 29, 2019

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

**Subject: Submission of Inception Report**

Dear Madam,

This refers to the Request for Proposal vide STATE URBAN DEVELOPMENT AGENCY-227/2018/1617, dated 31.12.2018 and subsequently revised through RFP No. STATE URBAN DEVELOPMENT AGENCY-227/2018/1760 dated 18.01.2019 and subsequent corrigendum No. STATE URBAN DEVELOPMENT AGENCY -227/2018/1796 dated 25.01.2019 issued by you, approval from Finance Department, Government of West Bengal, vide U.O. No. Group-T/2019-2020/0363 dated 29.07.2019, the Work Order vide no. SUDA-227/2018(Pt.I)/5510 dated 13.08.2019 issued to us, our response letter dated 14.08.2019 and the service contract dated 06.09.2019 (collectively 'the Contract').

We appreciate the opportunity to assist State Urban Development Agency ("you") by providing the said services as identified under the Work Order and the services contract ('Services').

This report is our inception report and signifies completion of our Services for Inception Report as described in the Contract. The performance of our Services and the report issued to you pursuant to the Services are based on and subject to the terms of the Contract.

This report is solely for your benefit and information and is not to be referred to in communications with or distributed for any purpose to any third party without our prior written consent. We have been engaged by you for the Services and to the fullest extent permitted by law, we will not accept responsibility or liability to any other party in respect of our Services or the report.

It has been our privilege to work with you, and we look forward to continuing our relationship with you.

**For KPMG Advisory Services Private Limited**

**Name:** SUMOULEENDRA GHOSH

**Title:** DIRECTOR

**Date:** October 29, 2019



## Disclaimer

- 1 This report has been prepared exclusively for State Urban Development Agency ("Client") based on the terms of the Request for Proposal vide STATE URBAN DEVELOPMENT AGENCY-227/2018/1617, dated 31.12.2018 and subsequently revised through RFP No. STATE URBAN DEVELOPMENT AGENCY-227/2018/1760 dated 18.01.2019 and subsequent corrigendum No. STATE URBAN DEVELOPMENT AGENCY -227/2018/1796 dated 25.01.2019 issued by you, approval from Finance Department, Government of West Bengal, vide U.O. No. Group-T/2019-2020/0363 dated 29.07.2019, the Work Order vide no. SUDA-227/2018(Pt.I)/5510 dated 13.08.2019 issued to us, our response letter dated 14.08.2019 and the service contract dated 06.09.2019 (collectively 'the Contract').
- 2 The performance of KPMG's services and the report issued to the Client are based on and subject to the terms of the Contract.
- 3 This report is confidential and for the use of management only. It is not to be distributed beyond the management nor is to be copied, circulated, referred to or quoted in correspondence, or discussed with any other party, in whole or in part, without our prior written consent.
- 4 This report sets forth our views based on the completeness and accuracy of the facts stated to KPMG and any assumptions that were included. If any of the facts and assumptions is not complete or accurate, it is imperative that we be informed accordingly, as the inaccuracy or incompleteness thereof could have a material effect on our conclusions.
- 5 While performing the work, we assumed the genuineness of all signatures and the authenticity of all original documents. We have not independently verified the correctness or authenticity of the same.
- 6 We have not performed an audit and do not express an opinion or any other form of assurance. Further, comments in our report are not intended, nor should they be interpreted to be legal advice or opinion.
- 7 While information obtained from the public domain or external sources has not been verified for authenticity, accuracy or completeness, we have obtained information, as far as possible, from sources generally considered to be reliable. We assume no responsibility for such information.
- 8 Our views are not binding on any person, entity, authority or Court, and hence, no assurance is given that a position contrary to the opinions expressed herein will not be asserted by any person, entity, authority and/or sustained by an appellate authority or a Court of law.
- 9 Performance of our work was based on information and explanations given to us by the Client. Neither KPMG nor any of its partners, directors or employees undertake responsibility in any way whatsoever to any person in respect of errors in this report, arising from incorrect information provided by the Client.

- 10 Our report may make reference to 'KPMG Analysis'; this indicates only that we have (where specified) undertaken certain analytical activities on the underlying data to arrive at the information presented; we do not accept responsibility for the veracity of the underlying data.
- 11 In accordance with its policy, KPMG advises that neither it nor any of its partner, director or employee undertakes any responsibility arising in any way whatsoever, to any person other than Client in respect of the matters dealt with in this report, including any errors or omissions therein, arising through negligence or otherwise, howsoever caused.
- 12 In connection with our report or any part thereof, KPMG does not owe duty of care (whether in contract or in tort or under statute or otherwise) to any person or party to whom the report is circulated to and KPMG shall not be liable to any party who uses or relies on this report. KPMG thus disclaims all responsibility or liability for any costs, damages, losses, liabilities, expenses incurred by such third party arising out of or in connection with the report or any part thereof.
- 13 By reading our report, the reader of the report shall be deemed to have accepted the terms mentioned hereinabove.

## List of Abbreviations

BOD	Biochemical Oxygen Demand
CNG	Compressed Natural Gas
C/N	Carbon-to-Nitrogen Ratio
C&D	Construction and Demolition
COD	Chemical Oxygen Demand
EPC	Engineering, Procurement and Construction
GOI	Government of India
GPS	Global Positioning System
IEC/ICT	Information, Education and Communication/ Information and Communication technologies
ISWM	Integrated Solid Waste Management
KPI	Key Performance Indicator
MOUD	Ministry of Urban Development
MSW	Municipal Solid Waste
NABL	National Accreditation Board for Testing and Calibration Laboratories
NGT	National Green Tribunal
O&M	Operation and Maintenance
PPP	Public Private Partnership
PWM	Plastic Waste Management
RDF	Refuse-derived fuel
RFP/RFQ/EOI	Request for Proposal/ Request for Qualification/ Expression of Interest
SPM	Suspended Particulate Matter
SUDA	State Urban Development Agency
SWM	Solid Waste Management
TDS/TSS	Total Dissolved Solids/ Total Suspended Solids
ULB	Urban Local Body
UD&MA	Urban Development and Municipal Affairs
VOC	Volatile Organic Compounds
WBPCB	West Bengal Pollution Control Board



## Contents

<b>1</b>	<b>Introduction</b>	<b>1</b>
<b>2</b>	<b>Purpose of this document</b>	<b>2</b>
<b>3</b>	<b>Project Overview</b>	<b>3</b>
3.1	Project Background	3
3.2	Scope of Work for KPMG	6
3.3	Current Situation	9
<b>4</b>	<b>Approach and Methodology</b>	<b>14</b>
4.1	Module 1: Kick-off	16
4.2	Module 2: Site Surveys	16
4.3	Module 3: Current State Assessment with GAP analysis	20
4.4	Module 4: Interventions for SWM plan	22
4.5	Module 5: Financial Assessment, Project Structuring and Bid Process Management	27
<b>5</b>	<b>Work Plan and Deliverables</b>	<b>37</b>
5.1	Tentative Work Plan	37
<b>6</b>	<b>Project Team</b>	<b>38</b>
6.1	Organization Structure	38
6.2	Key Contacts	39
<b>7</b>	<b>Conclusion</b>	<b>41</b>
7.1	Current assessment and Challenges	41
7.2	Way Forward	42
	<b>Annexure 1: Set of questionnaires</b>	<b>43</b>
	<b>Annexure 2: Inception Report Approval letter</b>	<b>59</b>

## List of Tables

Table 1: Details of Cluster 7 ULBs .....	9
Table 2: Status of SWM in Cluster 7 ULBs.....	11
Table 3: Gap Analysis- Service level.....	19
Table 4: Gap Analysis- Activity .....	21
Table 5: Summary of identified gaps .....	24
Table 6: Select PPP models in SWM .....	28
Table 7: Key Project Risks in PPP project .....	31
Table 8: Project Team .....	38
Table 9: Key Contacts .....	39

## List of Figures

Figure 1: Geographic Profile.....	9
Figure 2: Overall Approach and Methodology.....	15
Figure 3: Framework for analysis of SWM Infrastructure.....	21
Figure 4: Typical process flow at a Solid Waste Management facility.....	25
Figure 5: Project Structuring Options.....	27
Figure 6: Financial Feasibility Methodology .....	29
Figure 7: Steps of a two-stage Bid Process.....	35
Figure 8: Steps in Procurement Support.....	36
Figure 9: Work plan .....	37

# 1 Introduction

The State Urban Development Agency (SUDA), under the administrative control of Urban Development and Municipal Affairs Department, Government of West Bengal awarded the consultancy project – Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management for selection of Developers and Operators to KPMG vide contract dated 06 September 2019. The proposed project aims to improve the existing waste management system of six municipalities (namely Panihati, Titagarh, Khardah, Barrackpore, North Barrackpore and Garulia, hereafter referred to as Cluster 7 ULBs), by developing an understanding of the gaps in infrastructure, technical capability, financial capability and managerial abilities of the Corporation. The proposed project will identify key intervention areas along the solid waste management value chain. The outcome of the project is to propose a sustainable solid waste management system by developing further on the current system followed by municipal bodies involved. The objectives for engaging KPMG as a Transaction Advisor to provide consultancy services have been discussed in the Approach and Methodology section.

To accomplish a sustainable and strong solid waste management system, the Municipal Solid Wastes (Management and Handling) Rules, 2000 has provided valuable guidelines to Urban Local Bodies in areas like collection, segregation, storage, transportation, processing and disposal of municipal solid waste. However, the dynamic nature of urban growth has also given rise to challenges, which were not manifest earlier. This has prompted the announcement of the Solid Waste Management Rules, 2016, to cater to the enlarged scope and challenges, including catering to urban conglomerations and census towns, making segregation of waste at source mandatory, specifying responsibilities of bulk waste generators, Central Ministries, State Governments and Urban Local Bodies.

The service level benchmarks of solid waste management defined by Ministry of Urban Development, Government of India for improving urban services are as follows:

- Household level coverage of SWM services
- Efficiency of collection of municipal solid waste
- Extent of segregation of municipal solid waste
- Extent of municipal solid waste recovered
- Extent of scientific disposal of municipal solid waste
- Extent of cost recovery in SWM services
- Efficiency in redressal of customer complaints
- Efficiency in collection of SWM-related user charges

These have to be followed in principle to plan and undertake solid waste management across various cities in India.



## 2 Purpose of this document

The purpose of this Inception report is to set out a clear strategy and way forward for the implementation of this project and to specify various tasks, their timing and outputs that form part of this project.

This inception report delineates the purpose and objectives, approach and methodology, project team, key stakeholders and the detailed work plan for the project (including timelines and deliverables). It sets out KPMG's approach to the project.

The report has been prepared by KPMG in consultation with State Urban Development Agency (SUDA) and the Cluster 7 ULBs and in accordance with the engagement guidelines. It broadly covers the following:

- i. Project Details
- ii. Scope of Work (as per contract)
- iii. Current Practices
- iv. Proposed Approach & Methodology
- v. Details of Work Plan & Engagement Team
- vi. Conclusion & Way Forward

This inception report will act as a blueprint of the project and will ensure a clear and common understanding between KPMG, State Urban Development Agency (SUDA) and the Cluster 7 ULBs.

## 3 Project Overview

### 3.1 Project Background

As per estimates by Department of Economic Affairs, India produces around 60 million metric tonnes of solid waste annually. With the burgeoning urban population and change in lifestyle, the annual waste generated is estimated to increase to 260 million metric tonnes by the end of 2047. This enormous increase in municipal solid waste generation will have significant impacts in terms of land required for disposing this waste as well as on methane emissions. It is further estimated that if the waste is not disposed of in a systematic manner, more than 1,400 sq. km of land would be required in India by the end of 2047 for its disposal.<sup>1</sup> Therefore, it becomes even more essential to properly dispose of the increasing quantity of waste being generated from our cities and urban centres.

In line with the importance given to scientific collection and disposal of solid waste, a large number of rules, regulations, guidelines and other interventions have been developed by Government of India from time to time. Some of these are as follows:

- Solid Waste Management Rules, 2016
- Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016
- Biomedical Waste Management Rules, 2016.
- Plastic Waste Management Rules 2016
- E- waste (Management) Rules, 2016
- Construction and Demolition Waste Management Rules, 2016
- Guidelines of Ministry of Housing & Urban Affairs, GoI - Bulk Solid Waste Generators Compliance – A Step by Step Guidance for Urban Local Bodies to implement the Solid Waste Management Rules, 2016
- Guidelines for Swachh Bharat Mission- Urban, Ministry of Housing & Urban Affairs, GoI

The Government of West Bengal has also taken several steps/initiatives for making all the cities/towns in West Bengal clean, green and beautiful with special emphasis on management of Solid Waste in Municipal Towns of the State. Some of the initiatives by Government of West Bengal in this regard are mentioned below:

- Policy and Strategy on Solid Waste Management for Urban Areas of West Bengal 2017
- Policy and Strategy on Plastics Waste Management for Urban Areas of West Bengal 2017
- Amendment of the West Bengal Municipal Act 1993 for banning using plastic bags below 50 microns.
- 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.

<sup>1</sup> [Position Paper on the Solid Waste Management Sector in India, Department of Economic Affairs, Government of India](#)

One of the obligatory functions of the Municipal Bodies is to remove solid waste from the cities under Sections 63, 95B, 260 to 273 of the West Bengal Municipal Act, 1993 and corresponding provisions of the statute governing Municipal Corporations in West Bengal. Under Mission Nirmal Bangla, garbage bins, compactors, hydraulic tippers and other vehicles, community bins have been provided to Municipal Bodies to encourage and assist them in managing the municipal solid waste in systematic manner. The municipalities have also put in their best effort to manage the municipal solid waste.

However, there is a scope for significant improvement in the situation. The improvements can be linked to mandates suggested by Hon'ble NGT to Govt. of West Bengal on Solid Waste Management vide order dated 02.04.2019<sup>2</sup>:

**1. Door to Door Collection [Rule 15 (b) SWM Rule]**

Door to door collection of segregated solid waste from all households including slums and informal settlements, commercial, institutional and other nonresidential premises. Transportation in covered vehicles to processing or disposal facilities

**2. Source Segregation [Rule 15 (g) SWM Rule]**

Segregation of waste by households into Biodegradable (green bins), non-biodegradable (blue bins) and domestic hazardous (black pouch of thickness more than 50 micron). As per directions of State Level Committee on SWM Rule 2016 vide no Z-16025/6/2018 dated 21.01.2019, all the regional monitoring committee and State/UT/ULBs is to follow the two-bin system for storage of waste and separate storage for domestic hazardous waste.

**3. Provision for Litter Bins & Waste Storage Bins [Rule 15 (h) SWM Rule]**

- Installation of Twin-bin/ Segregated litter bins in commercial, public areas and strategic locations at every 50-100 meters
- Avoid indiscriminate dumping in important location like river bank, roadside, near institutions, health care centers etc.

**4. Transfer Stations**

Installation of Transfer Stations instead of secondary storage bins in cities (mandatory for population above 5 lakhs)

**5. Separate Transportation [Rule 15 (q and r) SWM Rule]**

- Compartmentalization of Vehicles (for biodegradable and non-biodegradable) for the collection of different fractions of waste
- Use of GPS in collection and transportation vehicles to be made mandatory at least in cities with population above 5 lakhs along with the publication of route map.

**6. Public Sweeping [Rule 15 (n) SWM Rule]**

All public and commercial areas to have twice daily sweeping, including night sweeping and residential areas to have daily sweeping

**7. Waste Processing (Wet Waste, Dry Waste, MRF Facility) [Rule 15 (h and v) SWM Rule]**

<sup>2</sup> [National Green Tribunal Order](#) and [Kolkata Municipal Corporation Circular](#)



- Separate space for segregation, storage, decentralized processing of solid waste to be demarcated
- Establishing systems for home/decentralized and centralized composting/generation of biogas
- Arrangements for Material Recovery Facilities (separation of recyclable material like PET bottle, soft drink can etc.)
- Establishment of Refuse-derived fuel (RDF) plants/waste-to-energy plants

#### **8. Scientific Landfill [Rule 15 (w) of SWM Rule]**

Setting up common or regional sanitary landfills by all local bodies for the disposal of permitted waste under the rules. Systems for the treatment of legacy waste to be established.

#### **9. Bulk Waste Generators (BWGs) [Rule 4 (6 and 7) of SWM Rule]**

Bulk waste generators (having an average waste generation rate exceeding 100 kg per day) to set up decentralized waste processing facilities as per SWM Rules, 2016

#### **10. Preventing Solid Waste from entering into Water Bodies [Rule 4 (2) of SWM Rule]**

Installation of suitable mechanisms such as screen mesh, grill, nets, etc. in water bodies such as nallahs, drains, to arrest solid waste from entering into water bodies

#### **11. User Fee [Rule 4 (3) of SWM Rule]**

All Waste Generators shall pay user fee for solid waste management, as will be determined by the bye-laws of the local bodies

#### **12. Penalty Provision [Rule 15 (zf) of SWM Rule]**

Imposition /levying of spot fine for persons who litter or fail to comply with the provisions of these rules/relevant act

#### **13. Notification of Bye Laws [Rule 15 (e) of SWM Rule]**

Frame bye-laws incorporating the provisions of MSW Rules, 2016 and ensuring timely implementation

#### **14. C&D Waste (Rule 6(4) & 6(5) of C&D WM Rules)**

Ensure separate storage, collection and transportation of construction and demolition wastes

#### **15. Plastic Waste (Rule 4(c) PWM Rules)**

Implementation of ban on plastics below less than 50 microns thickness and single use plastic

#### **16. Citizen Grievance Redressal**

Establish an effective grievance redressal mechanism for this purpose

#### **17. Monitoring Mechanism**

- ULBs to update month-wise targets/action plans on the online format to the UD&MA dept.

- The local body shall submit annual report on solid waste management in Form-IV as specified in Solid Waste Management Rules, 2016 to WBPCB and UD&MA department before 15 April each year.

These improvements also apply to the area under the Cluster 7 ULBs.

KPMG, which has experience of having undertaken projects in Solid Waste Management with Government Authorities/Departments will work as an advisor to State Urban Development Agency (SUDA) to help improve the Solid Waste Management practices in the area covered by the Cluster 7 ULBs. We will propose a firm & sustainable waste management system in area covered by the Cluster 7 ULBs by leveraging global expertise and sharing our experience from national waste management assignments. While developing the solution, we will ensure the waste management system complies with the directions given by the National Green Tribunal and achieves the requisite service level benchmarks.

### **3.2 Scope of Work for KPMG**

The broad responsibilities under the Scope of Work to be performed by KPMG are outlined below:

- Carrying out feasibility study of the project in all respect including techno economic viability of existing cluster /proposed cluster of municipal bodies.
- Preparation of Detailed Feasibility Report for Integrated Solid Waste Management for the municipal bodies involved in this project. The Feasibility Report shall cover all ambits of municipal solid waste management from door to door collection, primary/secondary transportation (if required), requirement of transfer stations (if any), processing facility and disposal of inert. Costing of this will also be included in the report.
- 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.
- Providing commercial inputs into the Tripartite Agreement between Municipal Bodies in the Cluster, the SWM Cell of the Department and the Selected Agency.

KPMG shall keep the following in view during discharge of the above responsibilities:

- Consultation with Urban Development and Municipal Affairs Department, State Urban Development Agency, Urban Local Bodies, Development Authorities and other stakeholders to identify and conceptualize/develop projects for Solid Waste Management through cluster/standalone approach.
- Detailed Technical Feasibility Report shall be developed from the primary collection stage up to the final processing and disposal of all types of solid waste. A comprehensive Technical Feasibility Report indicating each stages of waste management i.e. primary Door to Door collection of segregated waste, mode of transportation, setting up of



transfer station wherever feasible and disposal of Solid Waste as per provision of SWM Rules, 2016 shall be followed.

- The Detailed Project Report for all ongoing projects shall incorporate all capital investment already made and existing infrastructure shall be considered optimally.
- The Detailed Technical Feasibility Report shall be flexible with regards to technology for processing of waste and sanitary landfill. KPMG shall 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.
- Projects shall be structured under appropriate Public Private Partnership mode to enable optimum utilization of the investments already made in Solid Waste Management projects. Innovative business and commercial practices such as commercial sale of products, levy of user charges/ fee etc., as appropriate under the applicable laws shall be incorporated in the Detailed Technical Feasibility Report.
- KPMG shall undertake visits to acclaimed projects in other states and study best practices.

KPMG shall prepare bid documents (RFP, Concession Agreement, etc.) and manage bid process up to signing of Concession Agreement; while doing so the following objectives shall be addressed.

- Optimum utilization of existing infrastructure of Solid Wastes in the Urban Local Bodies and in conformity with policy of Government of West Bengal.
- Optimum utilization of land for processing plant and sanitary landfill site clubbing Urban Local Bodies in clusters to make the project financially and technically feasible.
- While undertaking the feasibility study, the proposed cluster sites shall be re-visited for suitable modification, if necessary. For finalization of cluster, State Urban Development Agency shall be consulted. The cluster-wise Detailed Feasibility Report, Request for Proposal (concession Request for Proposal for implementation) may be prepared accordingly.
- Collection, segregation and transportation of waste shall be the primary responsibility of Urban Local Bodies. However, KPMG will give a comprehensive and holistic mechanism



in consultation with the Urban Local Bodies 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 shall be developed. A clear pictorial representation of the plan shall be developed by KPMG 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 as and when required as per extent of rules, statutory provisions etc. pertaining to the matter.
  - Necessary clearances need to be secured by the Concessionaire with assistance from State Urban Development Agency/ other relevant Government Agencies.
  - KPMG is 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 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 Urban Local Body.
- Reclamation of existing Dumping Grounds, scientific development, beautification etc. of the Dumping Grounds.
- Segregation and processing of recyclable waste as per Solid Waste Management 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 shall 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 shall be linked with schedule of payment to operating agencies.
- Principal objective: Achievement of 100 percent disposal and processing of incoming waste and waste as available in existing dumping site, and to maintain its sustainability.

### 3.3 Current Situation

#### 3.3.1 Details of the Cluster 7 ULBs

Cluster 7 consists of six municipalities; i.e. Panihati, Titagarh, Khardah, Garulia, Barrackpore and North Barrackpore. The basic demographic details are tabulated below:

Table 1: Details of Cluster 7 ULBs

Name of the ULB	Area (sq. km)	No. of Wards	No. of Households	Population
Panihati	19.38	35	78,000	3,77,351
Titagarh	3.39	23	23,869	1,16,520
Khardah	6.87	22	26,000	1,09,342
Barrackpore	10.61	24	37,656	1,52,783
North Barrackpore	13.60	23	32,564	1,32,806
Garulia	4.96	21	18,303	85,336

#### 3.3.2 Geographic Profile

All the Municipalities are located on the right-hand side of the Hooghly River on the Barrackpore Road. The population density is significantly high in these ULBs. The locations of these municipalities are shown below.

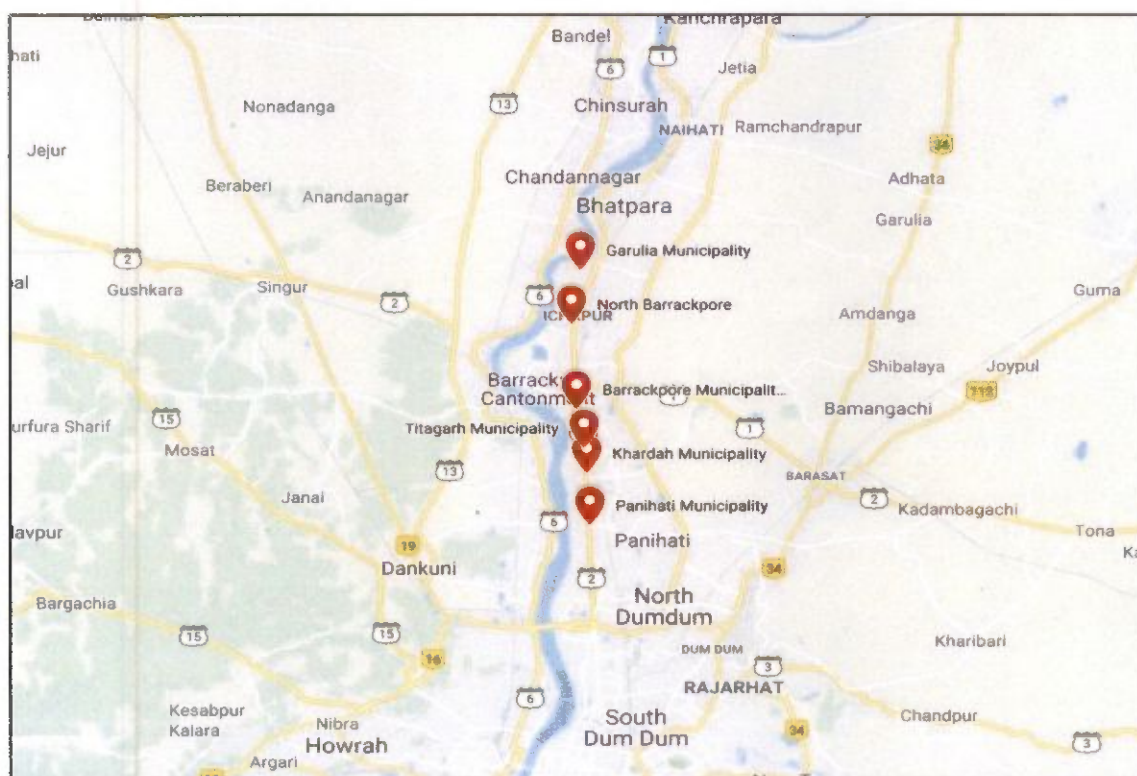


Figure 1: Geographic Profile

### 3.3.3 Existing SWM Infrastructure and Current Practices in Processing and Disposal in Cluster 7

The existing SWM infrastructure in Cluster 7 area and current practices that are being followed in Processing and Disposal in Cluster 7 are showcased below<sup>3</sup>:

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<sup>3</sup> Information in the above table is compiled basis Form-4 submitted by the Cluster 7 ULBs & details collected during site visits



Table 2: Status of SWM in Cluster 7 ULBs

Name of the ULB	Titagarh	Panihati	Khardah	Garulia	Barrackpore	North Barrackpore
Solid Waste generated (Approx. quantity)	62-65 MT	169 TPD	64.5 MT	145 TPD	50 MT	47 MT
100% Household level coverage	No (84%)	No (60%)	Yes (100%)	No	No (85%)	Yes (100%)
Household level Segregation	No	No	No	Yes (Partial)	No	Yes
Collection Efficiency	90%	90%	82%	71%	90%	91%
Type of vehicles used for primary collection	Motorized Vehicle, Containerized and Tricycle/ Handcart	Motorized Vehicle, Containerized Tricycle/ Handcart	Motorized Vehicle, Containerized Tricycle/ Handcart	Tricycle van & Handcart	Tricycle Van, Tractor	Tricycle Vans
Type of vehicles used for secondary collection	Tractors (08), Tipping Truck (02), Dumper Placers (01), Refuse Collectors (07) Compactors (02)	Tractors with Trailer (19), Non tipping truck (06), Tipping Truck (15), Refuse Collectors (75) Compactors (03)	Tractor (24), Non tipping truck (02), Compactors (04)	Tractor (05), Compactor (02), Small Auto tipper (02), Dumpers (01)	Animal Cart (01), Tractor (15), Compactors (02), Backhoe Loader (03)	Tractors (06), Compactors (14), Backhoe Loader (01)
Whether collection vehicles are partitioned	Yes	Yes	No	Yes	Partially	No
Status of road sweeping	Manual	Manual	Manual (Daily)	Manual (Daily)	Manual (Daily)	Manual (Daily)

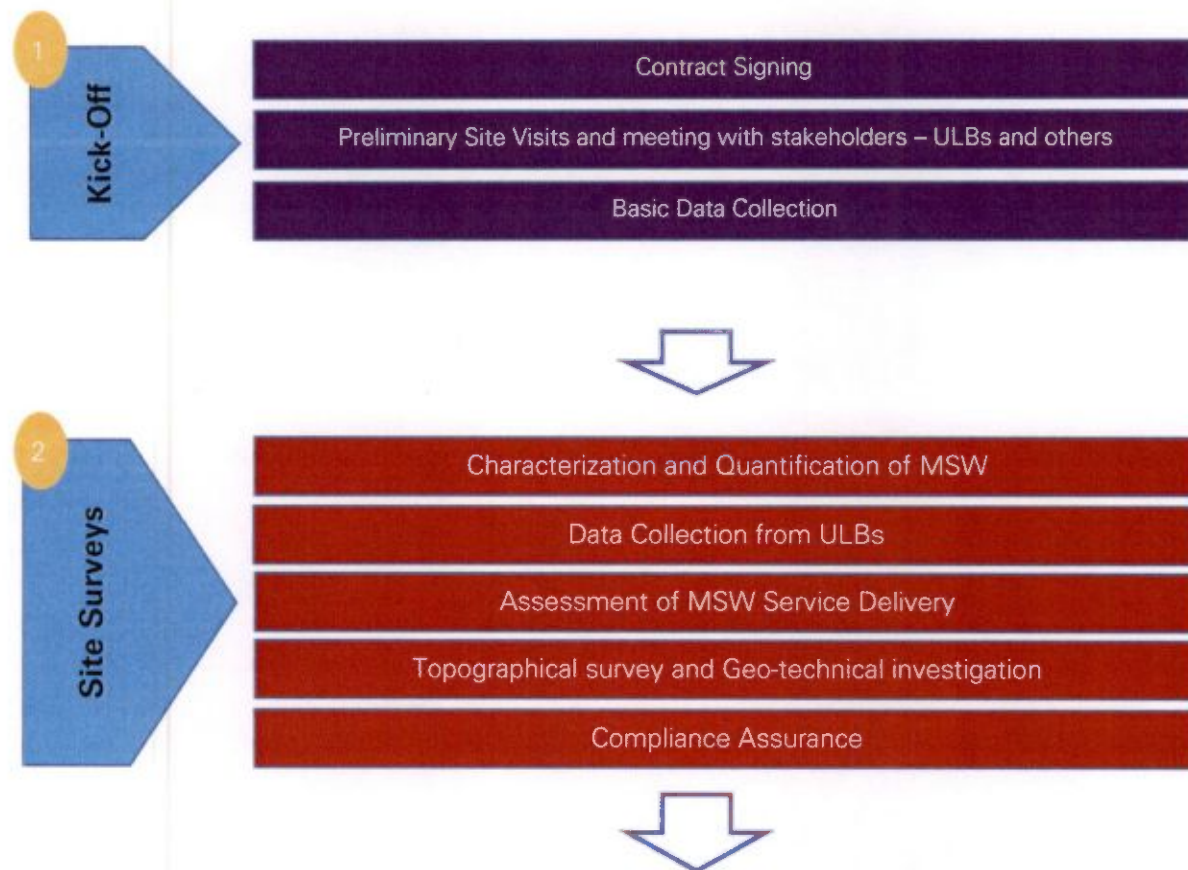
Name of the ULB	Titagarh	Panihati	Khardah	Garulia	Barrackpore	North Barrackpore
Processing Facility	No	No	No	No	No, Municipality had engaged an agency for windrow composting project; but the project is suspended	No
Land identified for waste processing plant	Yes, 5 Acres	Yes, 4 & 7 Acres	No	Yes, 4-5 Acres	No	No
ULB has adequate manpower	No	No (trained manpower is required)	Yes	No	No	Yes
User charges has been notified	No	No	No	No	No	No
Status of ODF	ODF	ODF	ODF	ODF	ODF	ODF
Waste bye-laws are in place	Yes, plastic below 50 microns is abandoned	Yes, strictly enforced ban is there on plastic poly bags below 50 MICRON	Yes	Yes, Fine is being imposed on use of plastic on use of plastic below 50-micron Rs. 20 on end user Rs. 100 for seller  Charges for transportation of C&D Waste Rs. 450/- per trip of trailer	Yes	Yes

Name of the ULB	Titagarh	Panihati	Khardah	Garulia	Barrackpore	North Barrackpore
Any citizen grievance redressal	Common Grievance system (SWM included in it)	No	Yes, WhatsApp number	Public grievances redressal app "Amar Sahor Parichhaha Sahor" at 8 ULBs but due to lack of publicity, hardly any feedback received	No	<a href="http://www.nbmonlinin.e.org">www.nbmonlinin.e.org</a>



## 4 Approach and Methodology

This section details the Approach and Methodology that shall be adopted during the course of this assignment. The exhibit below outlines our overall approach towards Transaction Advisory to be implemented in the execution of this project. The following diagram gives an overview of the different activities to be undertaken under five modules.



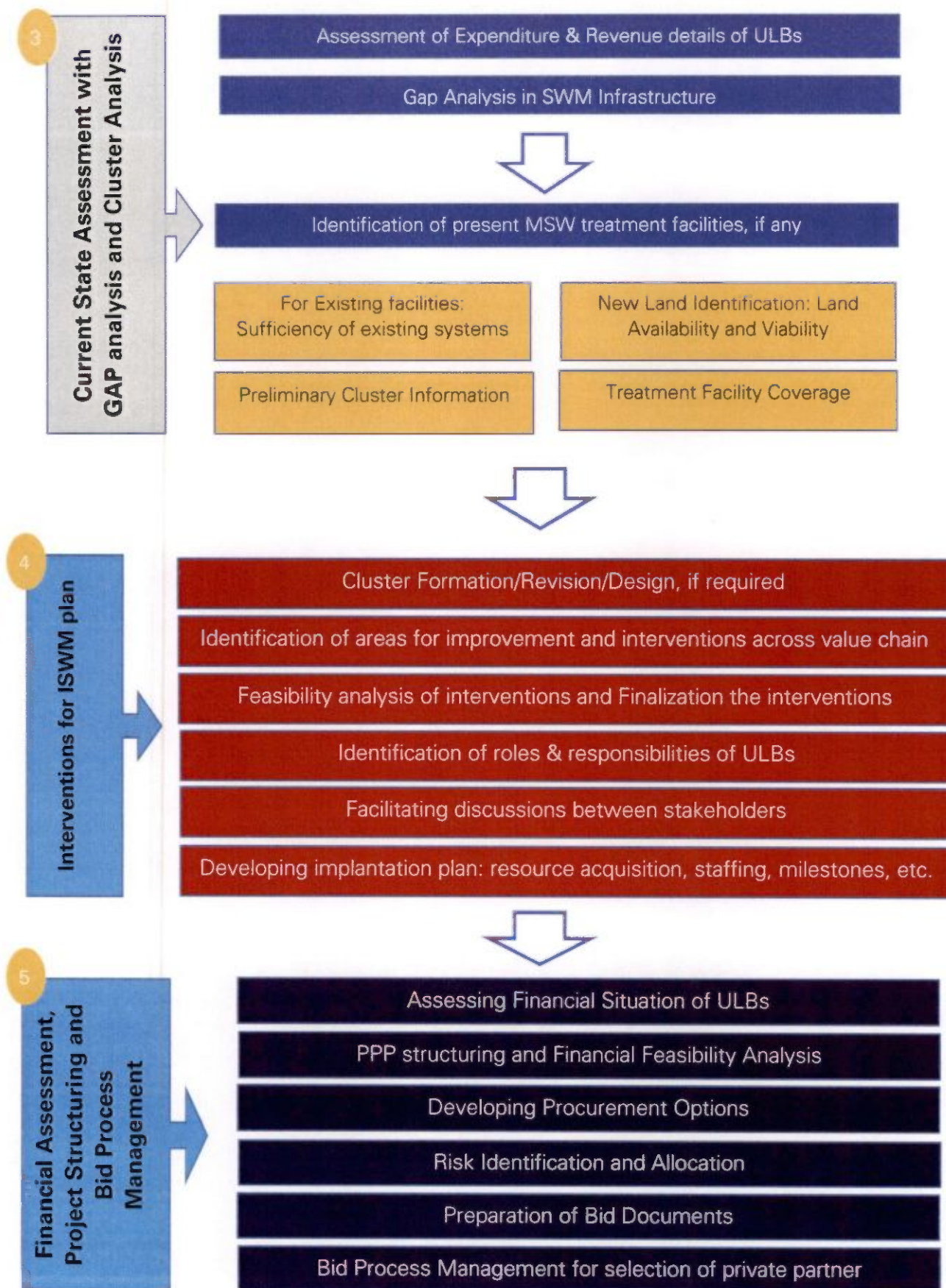


Figure 2: Overall Approach and Methodology



## 4.1 Module 1: Kick-off

KPMG conducted the project kick-off meeting as well as contract signing with SUDA on 06 September 2019, which covered all operational issues of teaming, work plan and developing a responsibility framework for both KPMG and SUDA.

KPMG also had stakeholder meetings with the Cluster 7 ULBs on 24 and 26 September 2019. A brief explanation of the project, KPMG's approach towards the project and reforms expected at the end of the execution of the project were discussed during the meetings. A set of SWM questionnaires (**copy attached as Annexure-1**) was presented and their contents explained in the meeting to assess the SWM practice in the Cluster 7 ULBs. The tentative timeline of the project was also discussed during the meetings. The stakeholder discussions facilitated building consensus among the various stakeholders regarding the objectives of the engagement and to arrive at the common expectations vis-à-vis the desired outcomes.

Further, KPMG will collate basic information from the Cluster 7 ULBs on the following aspects:

- Population data and the distribution of population ward wise
- Domestic sector waste data (No. of households; Qty. of Waste generated in the ULB)
- Industrial sector waste data (No. of industries in the ULB; Qty. of Waste generated per industry; Overall Waste generated)
- Bulk Waste data, sanitation waste (includes road sweeping, drain desilting, etc.)

## 4.2 Module 2: Site Surveys

In order to develop a Solid Waste Management plan for the Cluster 7 ULBs, we will initially focus on the current waste management scenario in the state. Comparison of this scenario with standardized benchmarks is essential to identify the gaps in the existing practices and understand the risks and opportunities in this sector. To achieve this objective, following aspects would be assessed in this module:

### 4.2.1 Characterization and Quantification of MSW

Characterization and quantification of the MSW provides basic data on which the waste management system is planned, designed and operated. Knowledge of quantity of waste generated will help in generating future projections of solid waste generation in Cluster 7 and knowledge of the character of the waste will help in selection of appropriate technology for waste treatment and disposal. The key objective is to develop a reliable waste inventory. This will be achieved through assessment of the quantity and quality of the waste generated by the ULBs. Following are the common type of the waste considered:

- *Wood or wood products (furniture, chairs, etc.)*
- *Pulp, paper and cardboard*
- *Food, food waste and beverages*



- *Textiles*
- *Garden, yard & park waste (leaves, tree branches, etc.)*
- *Construction & demolition debris (concrete, scrap, glass, etc.)*
- *Plastic*
- *E-waste*
- *Industrial waste (Non-hazardous)*
- *Bio-medical wastes*
- *Carcass wastes*
- *Others*

In addition to Physical characterization of the waste, chemical analysis shall be undertaken. Proximate analysis of the waste collected shall be performed and the following key parameters shall be measured:

- *Moisture content*
- *C: N Ratio*
- *Fixed Carbon (Dry basis)*
- *Volatile Matter (Dry basis)*
- *Ash content (Dry basis)*
- *Gross Calorific Value (Dry basis)*

#### 4.2.2 Data Collection from Cluster 7 ULBs

As a part of this activity, KPMG will undertake further data collection from the Cluster 7 ULBs. KPMG will conduct interviews and use questionnaires to collect the information on best effort basis. The guidelines/requirements to be followed in the data collation and assessment are as follows:

##### **Segregation**

1. KPMG will discuss the information on the waste collected by each Cluster 7 ULB with the sanitary officer and check whether segregation is undertaken at household level or not. Based on segregation records, KPMG will ascertain if biomedical and other hazardous wastes are segregated and sent to authorized recyclers or not.
2. For every waste stream that is processed, KPMG will tabulate the following information on best effort basis:
  - a. Primary composition, physical features and quantity of waste stream
  - b. Treatment methodology involved
  - c. Capital & operating expenditure for treatment
  - d. Output of processing (tonnage) and its use or disposal

- e. If the end-product is sold, identify and note its quality parameters, potential buyers, and sale price
3. Based on the data captured on tonnage of recovered material and collection efficiency, KPMG will evaluate the profitability indicators for the treatment technology (IRR, NPV, and DSCR). Standard industrial assumptions will be applied as & where necessary.
4. KPMG will compare the tonnage of recovered materials to the likely waste composition, for estimating segregation efficiency (tonnage)

### **Treatment**

For any type of treatment process to be considered based on the feasibility analysis, we will assess and ensure following requirements as in line with SWM Rules, 2016:

1. Wherever **composting** is undertaken, periodic reports of compost quality from NABL certified laboratory tests for pH, C/N ratio, Arsenic, Cadmium, total Chromium, Copper, Lead, Mercury, Nickel and Zinc need to be reviewed and their compliance with MSW Rules, 2016 shall be confirmed. Also, ambient air quality monitoring data in down-wind direction needs to be reviewed.
2. For **leachate** generated, review NABL certified test certificates of disposed leachate for TSS, TDS, pH, ammoniacal nitrogen, total Kjeldahl nitrogen, BOD, COD, Arsenic, Mercury, Lead, Cadmium, total Chromium, Copper, Zinc, Nickel, Cyanide, Chloride, Fluoride and phenolic compounds. Collect information on mode of disposal (inland surface water/ public sewers/land disposal) and verify compliance to SWM Rules, 2016.
3. Wherever **incineration** is undertaken, request & verify periodic reports from NABL certified laboratory tests for stack composition (%CO, %CO<sub>2</sub>, SPM, NO<sub>x</sub>, HCl), and VOC content in ash. Additionally, review necessary documentation to confirm stack height is at least 30 m.

### **Landfill**

1. We will assess the extent to which landfilling is undertaken for the waste generated and check the compliance of such landfills with SWM Rules, 2016. We will identify the ways to replace open dumpsites with Sanitary Landfills. By doing so, we will identify barriers associated with the implementation of this method. We also shall look for management options for legacy waste.

#### **4.2.3 Assessment of MSW Service Delivery**

Based on the information collected in designed formats, we will identify the KPIs and evaluate the SWM practice against MoUD Service Level benchmark and SWM Rules, 2016 – to identify gaps in practices & areas of opportunities. The indicative outcome is shown below:

Table 3: Gap Analysis- Service level

Key Performance Indicator	Benchmark	ULB 1	ULB 2	ULB 3	ULB 4	ULB 5	ULB ....	ULB N
Household level coverage of SWM services through door-to-door collection of waste	100%							
Collection efficiency (%)	100%							
Extent of segregation (%)	100%							
Extent of recovery of waste collected (%)	80%							
Extent of scientific disposal of waste in landfill sites (%)	100%							
Extent of Cost recovery for the ULB in SWM services (%)	100%							
Efficiency in collection of SWM Charges (%)	90%							

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#### 4.2.4 Topographical survey and Geo-technical investigation

We will carry out site surveys/investigations to assess the actual site conditions as follows:

- The topographical survey will be carried out to prepare site plan and contouring of the site, to get the dimensions of the site and to analyze the general surface drainage slope. It will also involve data collection about the elevation of points of the waste dump, if existing on site. Usually, 10% variation in topographic area shall be allowed to get the exact contours. Waste quantification of dumpsite may also to be done based on topographical details. Further, the results will also include details about the existing infrastructure facilities available at the site.



- b. Geo-technical studies will be conducted to analyze the strength and other characteristics of the soil by making boreholes in the proposed site. Both on-site physical strength tests and laboratory tests will be carried out. The team will collect the soil samples at various depths from the bore holes as feasible, for laboratory tests. Both types – disturbed & undisturbed soil samples – will be collected. Lab tests will primarily include Standard Penetration Test (SPT) / Dynamic Cone Penetration Test (DCPT) at 2 -3 Nos. of locations up to a depth of 10.0 m or refusal, whichever is earlier. The team shall then analyze the field and laboratory observations and will prepare a report, which will contain the details of field investigations, laboratory tests and the recommendation based upon them.

#### 4.2.5 Regulatory Compliance

We will assess the level of compliance with respect to SWM Rules, 2016 and enforcement & impact of national and state level regulations and economic tools. We shall also look at the guidelines/directives issued by NGT (National Green Tribunal) with respect to solid waste management. This will include collection, transfer, treatment, disposal as per SWM Rules, 2016, financial recovery in line with MoUD guidelines and critical operational parameters with benchmarks mandated in SWM Rules, 2016.

### 4.3 Module 3: Current State Assessment with GAP analysis

#### 4.3.1 Expenditure & Revenue details of the ULBs

With a view of identifying how the finances for MSW operations are managed by the various Cluster 7 ULBs, the following data will be collected and reviewed for each cluster 7 ULB over the last five years:

- Capital expenditure in solid waste management
- Operational expenditure in solid waste management
- Sources and quantification of funds for capital expenditure
- Sources and quantification of revenue for meeting operational expenditure
- Extent of bill raised vis-à-vis solid waste management services rendered, bills raised, and cost recovered (operating ratio)
- Extent of cross subsidization of solid waste management services by other services provided by the ULB

#### 4.3.2 Gap Analysis

To assess the gap in infrastructure (what type of infrastructure is planned/budgeted for/constructed/ commissioned/ operational) in each ULB ward, we will collect data and carry out the analysis based on the framework given below.

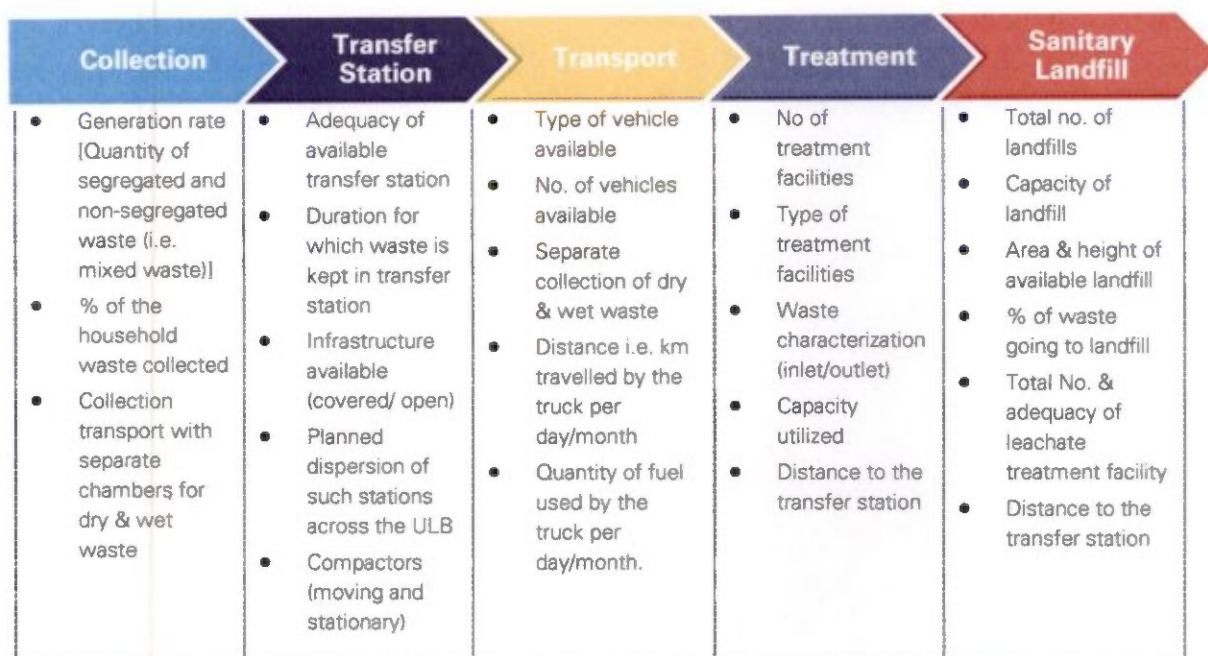


Figure 3: Framework for analysis of SWM Infrastructure

In this regard, we will review the data already available with ULB officials. Further, we will conduct site visits to selected ULB to fill the gaps on best effort basis.

We will also tabulate the gaps for each ULB as below, which will help in identifying sector involvement and areas requiring new intervention.

Table 4: Gap Analysis- Activity

Ward	Collection	Transportation	Treatment	Disposal	Management of Legacy Waste
Ward 1					
Ward 2					
Ward 3					
Ward 4					
Ward 5					
Ward 6					

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Ward	Collection	Transportation	Treatment	Disposal	Management of Legacy Waste
Ward N					



Compliant with SWM Rules, 2016



Non-Compliant with SWM Rules, 2016; needs intervention

## 4.4 Module 4: Interventions for SWM plan

### 4.4.1 Scheme Revision

The objective of this Module is to determine whether already identified clusters are suitable for efficient solid waste management or need to be revised. The cluster-based ISWM plans will be specific to the needs of the cluster and the individual ULBs. Following are the steps used to determine whether clustering shall be revised or not.

To identify the gap in the existing waste treatment the following step-wise process is followed for each ULB within an existing cluster:

#### **Identify ULB specific current waste generated (A);**

Information from Module 1 & 2 will be used to identify the current waste generation in the domestic, commercial and industrial sectors within each ULB area.

#### **Identify ULB specific future waste generation ( $\Delta A$ );**

The projections for incremental waste generation for the next 25-30 years will be estimated using projection models for each sector.

Since the waste generated by the domestic and commercial sectors may be attributed to the same population, domestic and commercial solid waste generated will be clubbed together when estimating future MSW generation. Population growth will be the factor used to develop the future waste generation scenarios for both sectors. Either of the following population models may be used to determine future domestic and commercial waste generated:

- Arithmetic Increase Method:
- Geometrical Increase Method or Geometrical Progression Method
- Incremental Increase Method
- Logarithmic Curve Method



### **Identify existing treatment capacity in ULB (B)**

To identify existing treatment facilities, information from the Module 1 & 2 regarding existing plants will be used. All existing treatment plants (active, stalled, planned or under construction) will be considered to estimate the existing MSW treatment capacity in the State.

### **Identify unutilized land around existing treatment capacity, and the waste treatment potential of the free land (C)**

To identify the availability of unutilized land around the existing treatment plant, primary data obtained from the Client will be used. The waste treatment potential of this unutilized land will be calculated using typical values for the quantity of waste (TPD) that can be treated per acre. These values will be based on information regarding standard MSW treatment plants.

### **Calculating the gap**

The gap in the waste treatment capacity (current and future) per ULB will then be calculated using the following formula:

$$MSW\ treatment\ gap = (A + \Delta A) - (B + C)$$

This value considers the existing and potential MSW treatment capacity and estimates the amount of remaining untreated waste. Negative values will indicate existence of sufficient capacity for treatment of all current and potential MSW generation. This information will allow us to assess the existing scenario, identify clusters for the ISWM projects, and also estimate the minimum land requirement for the development of treatment facilities.

#### **4.4.2 Identify areas for improvement and interventions across value chain**

The areas for improvement in SWM at the cluster level will be identified using the following method:

1. The identified 'gaps' for each ULB within a cluster will be grouped together. Information regarding the gaps will be taken from Module 1, 2 & 3 of the Inception report.
2. Cluster level 'gaps' will be identified by choosing the gaps that are more commonly observed among the ULBs within a cluster. These 'gaps' will be identified based on the frequency with which they appear in the ULBs within the cluster, as illustrated in the following diagram:

Table 5: Summary of identified gaps

ULB	Gap Identified				
	Collection	Transportation	Treatment	Disposal	Management of Legacy Waste
1	X				
2		X	X	X	X
3			X	X	
4	X				
5	X		X	X	

3. The gaps identified will be sent to the Client to identify the focus areas for improvement in each cluster. Up to 2 gaps for a specific aspect of the value chain (collection, transportation, treatment and disposal) will be finalized.

*Client Responsibility:*

- Provide inputs in deciding the cluster-level 'gaps'
- Suggest any alternative or additional areas to focus on, or that must be improved upon (based on any targets the Client has separately set)

### Interventions for SWM Plan

Interventions addressing all areas of improvement identified will be collated through secondary research. The research will be used to identify interventions across the Collection, Transportation & Transfer and to identify specific technologies across Treatment and Disposal. Typical process flow at a Solid Waste Management facility is as follows:

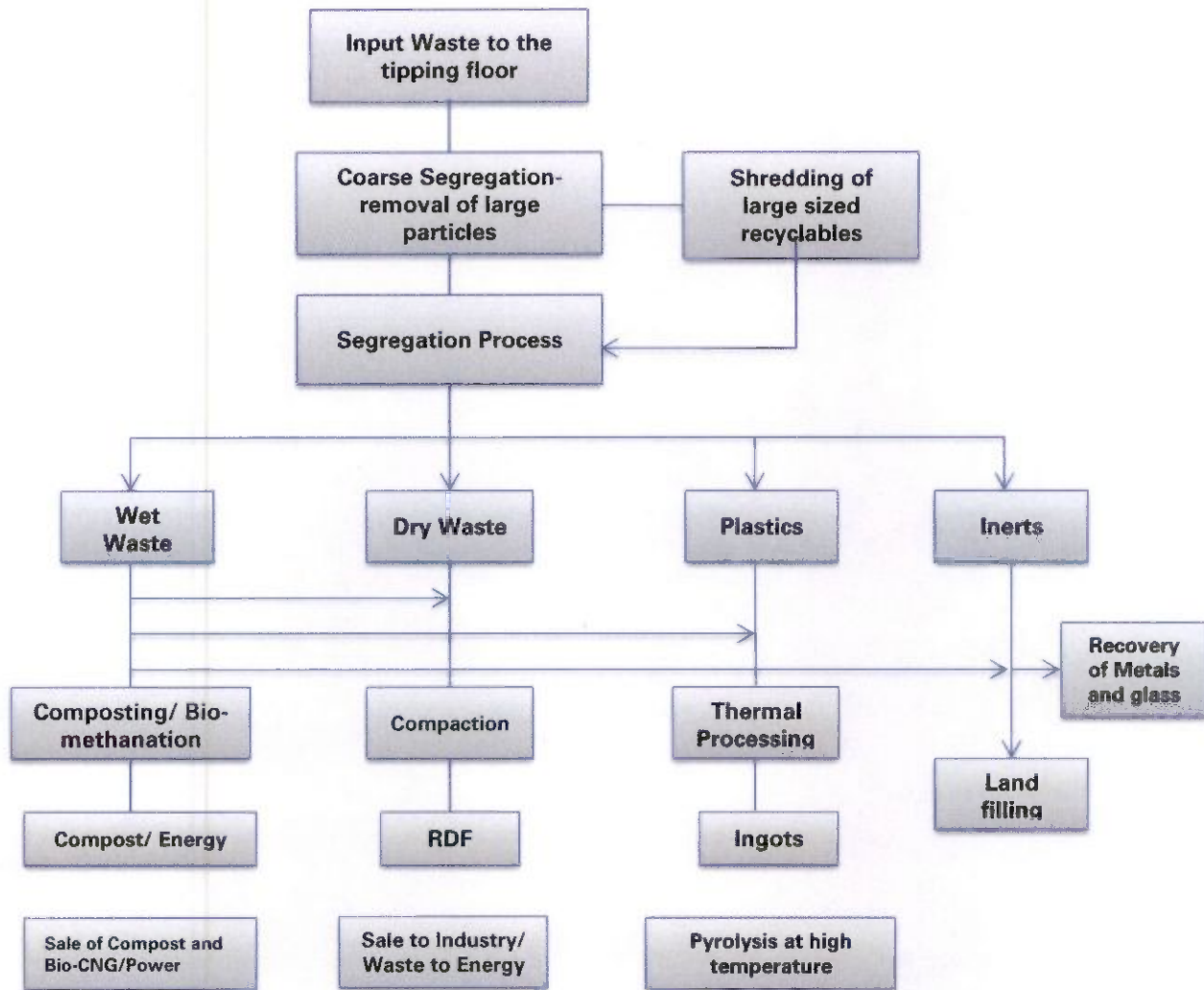


Figure 4: Typical process flow at a Solid Waste Management facility

Suitable technologies for ISWM in each cluster/ULB will be identified based on quantity and composition of the waste generated and needs assessment for each cluster.

#### 4.4.3 Feasibility analysis of interventions and finalization

The following step-wise approach will be adopted to ascertain the feasibility of each intervention, and the roles & responsibilities of each ULB for the finalization of the Solid Waste Management Plans.

##### **Step 1: Feasibility Analysis**

A feasibility analysis of any intervention may be undertaken using the following methodology;

1. Human Resources: this includes manpower required for the intervention – the number of workers, the skill level of these workers and any training or capacity building for the workers. The salary, incentives and pay packages are also estimated.



2. Materials: this covers the cost of implementing the intervention. This estimate could additionally include the costs associated with the human resources required for each intervention, and the tipping fee to be charged by the private service provider.
3. Technical Assessment: the assessment would include selection of technology (compost, biogas or Waste to Energy) based on the physical and chemical characteristics of waste and regulatory guidelines by statutory agencies. This would also include feasibility of alternative options for setting up a few decentralized plants.
4. Financial Assessment: the assessment would include the identification of existing financial resources such as budgetary allocation and investment (private or government) and would identify alternate sources of investment or funding, if required.

#### *Client Responsibility*

- a. Individual ULBs to determine the extent of service (only Treatment & Disposal or across the whole value chain)

### **Step 2: Determining ULBs' roles and responsibilities.**

The roles and responsibilities of each ULB within a cluster will be based on the annualized long-term average daily waste to be generated by that particular ULB. To this effect, Memorandum of Understanding (MOU) between ULBs of a cluster will be drafted to outline the roles and responsibilities of each ULB. In addition, separate agreements between the ULBs and the private operator will be drafted.

#### *Client Responsibility:*

- a. Facilitate and ensure the signing of MOUs by each ULB.

### **Step 3: Drafting cluster-based ISWM Plan**

After the signing of the MOUs, the implementation plan will be compiled. The implementation plan for each cluster will include;

- a. Areas for improvement within a cluster
- b. Interventions to be implemented (Collection & Transportation or Processing & Disposal or Both)
- c. Targets and milestones based on the current scenario and expected outcomes of the interventions
- d. Staffing requirements, organizational structure and training needs, if any
- e. Material resource requirements (physical infrastructure) and associated costs
- f. Areas where IEC benefits may be introduced, and a framework on the same

#### *Client Responsibility:*

- a. Review Draft cluster-based ISWM Plans and provide inputs for the same.

## 4.5 Module 5: Financial Assessment, Project Structuring and Bid Process Management

A preliminary selection of the projects to be undertaken for each of the cluster and the technology to be adopted in each of the clusters for solid waste management would have been undertaken during preparation of the master plan for the state. Within this module, PPP structure of the projects and transaction design will be developed followed by preparation of bid documents and bid process management. The main activities within this module are detailed hereinafter.

### 4.5.1 PPP Structuring and Financial Feasibility Analysis

The PPP structure for all the components of the project will be finalized in this stage. Feasibility studies for each of the identified option will be conducted for the subsequent preparation of bid documents. This stage will also involve intensive discussion and close consultation with the Client and other key stakeholders to ensure successful bidding out of the project. The schematic below shows the project structuring methodology.

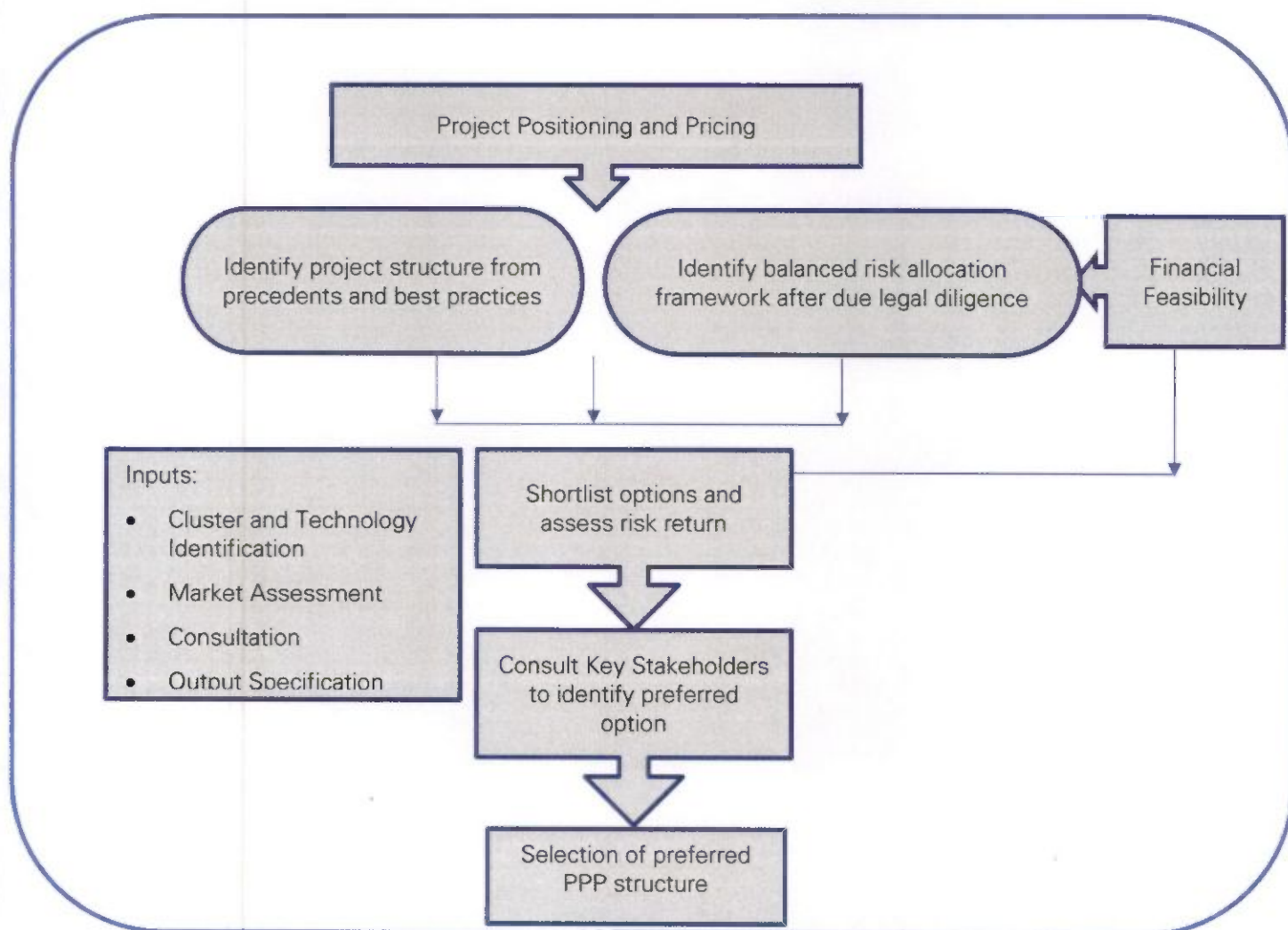


Figure 5: Project Structuring Options



The advantages of undertaking a project through PPP mode are as follows:

- Access to private sector finance – the government would be able to create the infrastructure without using its own funds.
- There would be efficiency advantages through usage of private sector skills as a SWM project requires significant experience and is service oriented.
- It involves transferring project risks to the private sector
- It increases the transparency of the project
- It increases the focus from only creation of an asset to delivery of a service (includes maintenance of the infrastructure asset during its operating lifetime). This broadened focus will create incentives to reduce the full life-cycle costs (i.e. construction costs and operating costs)

However, there are certain disadvantages as well in the PPP procurement such as complex procurement process along with high transaction costs, contract uncertainty due to large contract period and cumbersome enforcement and monitoring of the contract. Despite all these disadvantages the benefits of PPP mode for this project outweigh the disadvantages. Therefore, the project is being justifiably executed on PPP mode.

Some of the typical PPP Models in Solid Waste Management is outlined below:

Table 6: Select PPP models in SWM

MODES / FEATURES	Asset owner ship during contract	PPP duration	Capital investment focus & responsibility	Private partner revenue risk and compensation terms	Private partner roles	Features, relevance in India & examples
Management Contracts	Contractual arrangement for the management of a part or whole of a public facility or service by the private sector. Capital investment is typically not the primary focus in such arrangements.					
Note: service contracts and management contracts of less than 3 years duration are not included in the definition of PPP in India.						



Management Contract	Public	Short – medium (e.g. 3-5yrs)	Not the focus Public	Low (Pre-determined fee, possibly with performance incentives)	Management of all aspects of operation and maintenance.	This involves contracting to the private sector most or all of the operations and maintenance of a public facility or service. Although the ultimate obligation of service provision remains with the public authority, the day-to-day management control is vested with the private sector. Usually the private sector is not required to make capital investments.
Management Contract (with rehabilitation/expansion)	Public	Medium – long	Limited Focus Brownfield (Rehabilitation / expansion) Private	Medium (Tariff / Revenue share)	Minimum Capex, Management, Maintenance	This is similar to management contracts but include limited investments for rehabilitation or expansion of the facility. This mode has been adopted in the power distribution and water supply sectors e.g. Bhiwandi Distribution Franchise, Latur Water Supply Project.

### Financial Feasibility Study

We will prepare a financial model considering the revenue forecasts and the capital cost and O&M costs to be incurred on the projects identified for the given cluster. Additionally, assessment of different potential revenue streams for the Project will be undertaken and the most feasible solutions will be recommended. The key inputs and outputs are shown below:

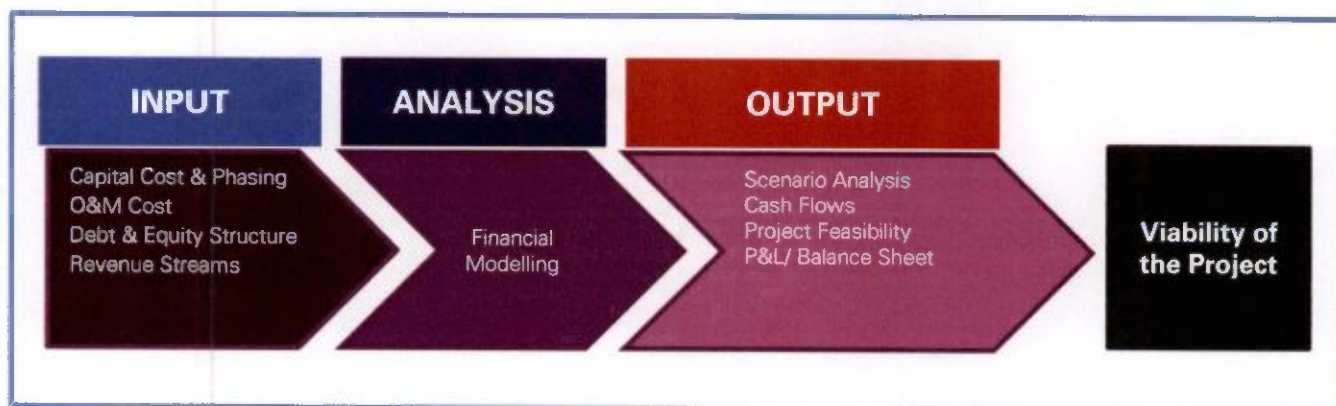


Figure 6: Financial Feasibility Methodology

The Financial Model will run various scenarios and on the basis of its output a financial structure suitable for private sector participation will be recommended. The Financial Model will depend on the following inputs:

- **Key Assumptions:** The assumptions are the primary requirement for developing a financial model. The assumptions are based on the secondary research, surveys & investigation, project layout and proposed technology, market conditions, etc.
- **Project cost** or capital expenditure and its phasing is an important consideration for a project as it impacts the viability of the project.
- **Revenue Streams:** KPMG will identify and assess each revenue stream in context of solid waste management that is available to this project.
- **Operational expenses:** KPMG will estimate the operational expenses likely to be incurred by the PPP partner. In operating the Waste Treatment Plant, major expenses pertain to electricity costs, employee cost and maintenance costs.
- **Debt & Equity structure:** It is envisaged that the project shall be funded by PPP partner through Debt and Equity in appropriate proportion. The Debt-Equity ratio shall be as per the prevailing market conditions and appropriate Debt-Equity ratio will be considered considering the similar projects as benchmark.

The following outputs are expected from the Financial Model:

- **P&L, Balance Sheet and Cash Flow Statements:** The financial model shall indicate the key financial statements of the investor over the project period.
- **PPP attractiveness (FIRR / ROI / NPV etc.):** The financial viability of a project to an entity is indicated by its Financial Internal Rate of Return (FIRR) on total investment and on equity investment or Net present Value (NPV). This however has to be considered in the light of other financial parameters such as Debt Service Coverage Ratio (DSCR), Profit margin, project payback to realistically assess the bankability of the project for the investors.
- **Sensitivity Analysis:** Sensitivity analysis will be carried out to understand the impact of various inputs on the financial returns and other financial ratios. The actual scenarios shall be tested based on key project risks. Common scenarios include (a) project cost overrun, (b) implementation delays, (c) revenue performance lower than projected, (d) expenditures higher than projected, and (e) other project-specific sensitivities. Combinations of likely impacts (for example, an implementation delay automatically increases project costs) would also be considered where relevant. Further, the sensitivity of the financial returns to increase in interest cost, debt-equity ratio, etc. shall also be considered.

All of the above analyses will aid in recommending a viable project structure for private participation in the project as well as in outlining the commercial terms and conditions to be put in the Contract for the project.

#### 4.5.2 Procurement Options

Procurement Options is directly related to Project Structuring. PPP is one of the procurement options for such a project. The project can also be undertaken by the Government Authority through other modes like EPC. However, as discussed earlier PPP seems an advantageous

# **Report Structure for TEFR – SUDA SWM Projects**

## **Executive Summary**

### **1. Introduction**

- 1.1. Background
- 1.2. Scope of Services
- 1.3. Approach & Methodology

### **2. Principles and Guidelines for Solid Waste Management**

- 2.1. General Principles for Management of Municipal Solid Waste
- 2.2. Applicable Guidelines & Regulations in India and West Bengal

### **3. As-Is Assessment of Solid Waste Management in MC/ Cluster**

- 3.1. Overview of current Solid Waste Management Practices in the MC/Cluster
- 3.2. Existing Infrastructure available for SWM
- 3.3. Land Availability (including existing trenching ground)
- 3.4. Man-power availability for SWM
- 3.5. Financial Assessment of current situation for SWM [Source of Funds and Utilization of Funds]
- 3.6. Performance - Key Issues, Challenges and Gaps

### **4. Overview of Technical Studies**

- 4.1. Primary & Secondary Data Collection
- 4.2. Site Surveys
- 4.3. Physical and Chemical Characterization of the Generated Waste
- 4.4. Topographical Surveys
- 4.5. Geo-technical studies



5. **Proposed Interventions and Concept Plan for SWM in MC/Cluster**
  - 5.1. Key Considerations used in developing the Concept Plan
  - 5.2. Proposed Interventions (with reasoning) – Model, Measures, Technology, Manpower, Land area requirement, Indicative Scheme, Mass Balance, Budget (Component wise), etc. across SWM Value Chain
  - 5.3. Envisaged Benefits
  - 5.4. Select Case Studies in India of Similar Interventions
6. **Project Structuring & Financial Feasibility Assessment**
  - 6.1. Proposed Project Structure
  - 6.2. Financial Feasibility Assessment [comprising Revenue Streams, Cost Heads, Financing, Financial Statements and Returns]
7. **Risks & Mitigation Measures**
8. **Environmental & Social Management Plan**
9. **Recommendations & Way Forward**
10. **Annexures**

\*\*\*\*\*

*Note: In case of clusters, As-Is Assessment and Overview of Technical Studies should be incorporated for each ULB within a cluster separately.*

procurement option for Solid Waste Management. Out of the various PPP structures, the one most suitable from both implementation point of view given the nature of the project and also which provides adequate returns, shall be finalized for the given project.

Once the procurement option is finalized, this will help in developing a procurement strategy, procurement plan, bid parameter/variable and commercial terms & conditions, all of which will act as inputs during bid document preparation stage.

#### 4.5.3 Risk Identification and Allocation

The parties involved in a project can affect the amount of risk by:

- The level of influence they have over events, and
- The level of information they have about the present and the future.

Influence relates to the power parties have to take action and determine outcomes. Influence can come from delegated authority, for example where a public authority has certain powers granted to it under law, from good management and organisation, and from specific knowledge.

Information is directly related to risk. It is precisely because we usually don't have all the information that we can't predict future outcomes for certain. When we have better information, we are better able to foresee and reduce risk.

The public and private sectors are different in terms of influence and information that they have. This means they can control risks in ways different from each other and they are better at controlling some risks and not as good at controlling others. The risks which are usually applicable to a project are detailed below:

Table 7: Key Project Risks in PPP project

Risk type	Description
<b>Pre-operative task risks</b>	
Delays in land acquisition	Refers to the risk that the project site will be unavailable or unable to be used within the required time, or in the manner or the cost anticipated, or the site will generate unanticipated liabilities due to existing encumbrances and native claims being made on the site.
External linkages	Refers to the risk that adequate and timely connectivity to the project site is not available, which may impact the commencement of construction and overall pace of development of the project.
Financing risks	Refers to the risk that sufficient finance will not be available for the project at reasonable cost (e.g. because of changes in market conditions or credit availability) resulting in delays in the financial closure for a project.
Planning risks	Refers to the risk that the pre-development studies (technical, legal, financial and others) conducted are inadequate or not robust enough resulting in



Risk type	Description
	possible deviations from the planned or expected outcomes in the PPP project development.
Approvals risk	Refers to the risk that necessary permits, authorizations and approvals required prior to the start of construction are not obtained in a timely fashion, resulting in delays to construction and the project as a whole.
<b>Construction phase risks</b>	
Design risk	Refers to the risk that the technology used will be unexpectedly superseded during the term of the project and will not be able to satisfy the requirements in the output specifications. It would result in increased costs of a replacement technology.
Construction risk	Refers to the risk that the construction of the assets required for the project will not be completed on time, budget or to specification. It may lead to additional raw materials and labor costs, increase in the cost of maintaining existing infrastructure or providing a temporary alternative solution due to a delay in the provision of the service.
Approvals risk	Refers to the risk that delays in approvals to be obtained during the construction phase will result in a delay in the construction of the assets as per the construction schedule. Such delays in obtaining approvals may lead to cost overruns.
<b>Operation phase risks</b>	
Operation and maintenance risk	Refers to the risks associated with the need for increased maintenance of the assets over the term of the project to meet performance requirements.
Volume risk	Refers to the risk that demand for a service will vary from that initially projected, such that the total revenue derived from the project over the project term will vary from initial expectations. There is no risk in annuity contracts.
Payment risk	Refers to the risk that tolls are not collected in full or are not set at a level that allows recovery of costs. This is a risk for the public sector under shadow tolls and for the private sector under user tolls. There is no risk in annuity contracts.
Financial risk	Refers to the risk that the private sector over stresses a project by inappropriate financial structuring. It can result in additional funding costs for increased margins or unexpected refinancing costs.
<b>Handover risks</b>	
Handover risk	Refers to the risk that the concessionaire will default in the handover of the asset at the end of the project term or will deviate from the minimum quality / value of the asset that needs to be handed back to the public entity.
Terminal value risk	Refers to the risk relating to differences from the expected realizable value of the underlying assets at the end of the project.
<b>Other risks</b>	



Risk type	Description
Change in law	Refers to the risk that the current legal / regulatory regime will change, having a material adverse impact on the project.
Force Majeure	Refers to the risk that events beyond the control of either entity may occur, resulting in a material adverse impact on either party's ability to perform its obligations under the PPP contract.
Sponsor risk	Refers to the risk that sponsors will prove to be inappropriate or unsuitable for delivery of the project, for example due to failure of their company.
Concessionaire event of default	Refers to the risk that the private entity will not fulfil its contractual obligations and that the government will be unable to either enforce those obligations against the sponsors or recover some form of compensation or remedy from the sponsors for any loss sustained by it as a result of the breach or the sponsors will prove to be inappropriate or unsuitable for delivery of the project.
Government event of default	Refers to the risk that the government will not fulfil its contractual obligations and that the private entity will be unable to either enforce those obligations against the government or recover some form of compensation or remedy from the government for any loss sustained by it as a result of the breach.

*Source: [www.pppindia.com](http://www.pppindia.com)*

A well-designed PPP structure allocates the risk to the party displaying the maximum ability to manage the risk. Based on the Risk Assessment, a suitable risk allocation framework shall be developed, which shall allocate risk suitably between the public and private sector. Allocating risk to achieve added efficiency is what makes PPP a potentially powerful way of reducing project-related costs and achieving improved value for money for the public sector. The level of risk can be changed by allocating responsibility for individual risks to those who are best able to manage them.

Recommendation on the following key areas shall be made as a part of the PPP structuring:

- i. Role of each of the players in the project for different project components within each cluster.
- ii. Risks and responsibilities each player will bear in the project
- iii. Rights and benefits that each player can expect from the project
- iv. Consensus on these issues among the various players, and subsequently binding players to their roles and responsibility through contracts and performance agreements
- v. Tariff Structure, which will be applicable to the private partner
- vi. Mode of operation of the facilities
- vii. Revenue streams, which will be available

#### 4.5.4 Preparation of Bid Documents

Preparation of Bid Documents is an integral part of the Bid Process. We will prepare the Bid Documents in discussion with the State Urban Development Agency.

In PPP, based on the requirement of the project, single-stage or two-stage bidding process is conducted.

- **Single Stage:** In this there is only one Request for Proposal (RfP). This can be through one envelope containing both Technical and Financial proposals (one-envelope bidding procedure) or through two separate envelopes one containing the Technical and the other, the Financial proposal (two-envelope bidding procedure).
- **Two Stage:** In this there are two stages in the Bid Process. In the first stage, proposals are requested from bidders who satisfy certain qualification criteria or requirements through a Request for Qualification (RfQ). Bidders who qualify are then sent a Request for Proposal (RfP) and the responses in form of technical and financial proposal are evaluated for selection of a bidder. The two-stage process can also be a one-envelope and two-envelope process.

Both these types have their advantages. While the single stage process is faster and reduces expenditure for the procuring party, in a two-stage bidding the lead time is more but the implementation risks are reduced since the bidders are chosen only after technical specifications are fulfilled. Generally, two-stage bidding process is conducted in large infrastructure projects, which have high technical complexity and substantial investment is required from the bidders. In projects where technical complexity is low, a single-stage bidding process is preferred as it reduces procurement period and expedites implementation. Moreover, in single-stage bid process confidential project details are circulated in the same stage. This allows for greater and more informed participation from the bidders.

Since, a two-stage process has more steps, it is shown below in the schematic:



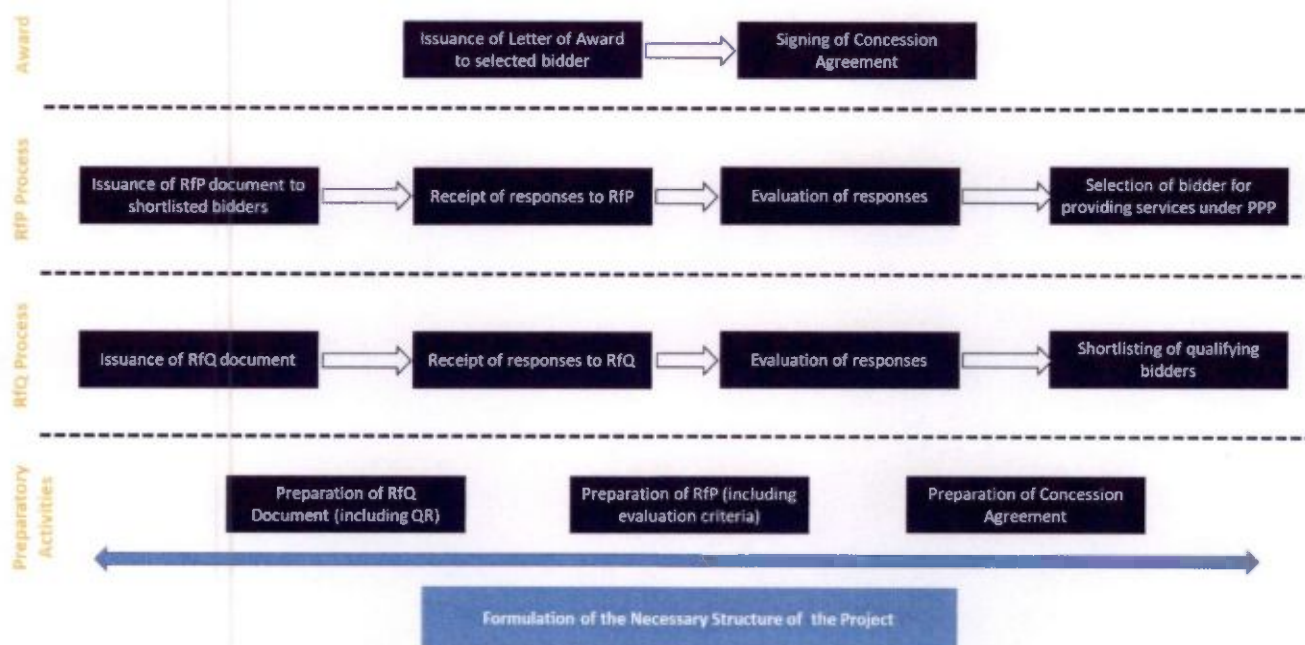


Figure 7: Steps of a two-stage Bid Process

In this Project, we may follow a single-stage or a two-stage process depending on the necessity. If a two-stage process is followed, we will help State Urban Development Agency in preparation of the following:

- **Project Information Memorandum (PIM):** We would prepare the PIM to provide bidders the details of the project. The PIM would include the technical description, project structure and revenue model for the projects.
- **Request for Qualification (RFQ):** We would assist in the preparation of the RFQ documentation. This would help us short list the suitable bidders based on their technical and financial capabilities.
- **Request for Proposal (RFP):** We would assist in the preparation of the RFP documentation required for selection of preferred Developer/s. This document will detail out the process of bid preparation including bid parameter, bid submission, evaluation methodology and terms of engagement.
- **Provide Technical & Commercial Inputs in the Concession Agreement:** We would assist in preparing the draft Concession Agreements and various presentations bringing out project features & structures. These documents will be prepared to govern Client's relationship with selected developer during construction and operation phase. We will also incorporate appropriate safeguards against non-performance by the selected developer into the contractual arrangements for the project, including Client's rights to revoke such arrangements and substitute the developer in the event of non-performance, which will be defined in the legal documentation for implementation of the project.



We shall prepare all other bid documentation that may be necessary for the bidding process and submit all such documents to the client for the required approval. We shall also assist in revising and amending bid documents, as necessary.

#### 4.5.5 Bid Process Management

In this, KPMG shall assist State Urban Development Agency in procurement support leading to selection of PPP partner for each project. The generic steps in procurement support have been outlined below:

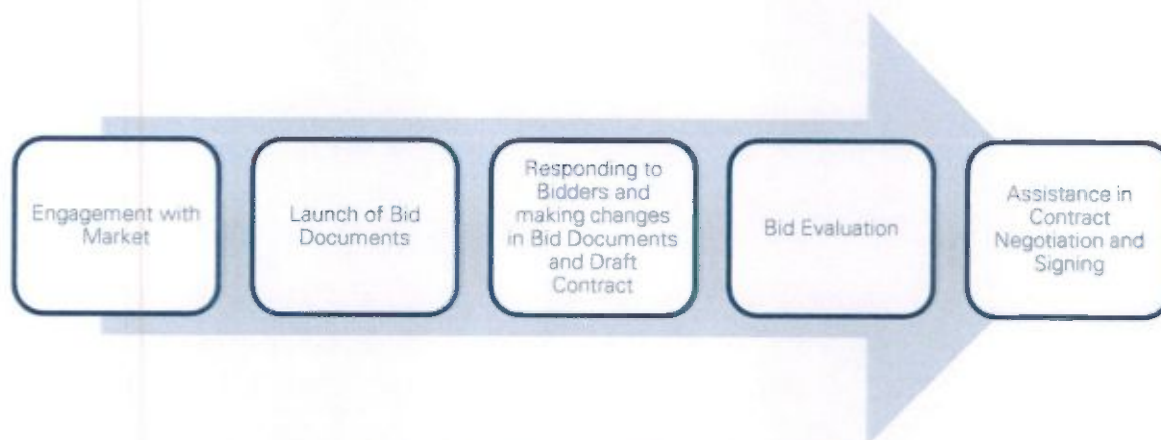


Figure 8: Steps in Procurement Support

**Engagement with Market** will precede all other activities of the Procurement Support. The following steps are envisaged:

- Marketing the project among reputed private investors/prospective bidders to understand the market situation and expectation of the bidders. This would also assist in understanding the expected quotation/likely bid from the market.
- Assistance in shaping advertisements for local and regional media, organizing meetings, visits and presentations to operators to enable a sufficient level of interest in bidding for the project.

Engagement with Market can also start early when the feasibility is being carried out. This can help in refining the project structure, bid parameter, procurement strategy and plan to suit the requirements of the market. Once the procurement strategy and bid documents, the actual Procurement Process can begin. It involves the following activities and we shall assist State Urban Development Agency in each of these activities:

- Launching the Bid Documents and Draft Concession Agreement
- Responding to requests for clarification from bidders on the Bid Documents and Draft Concession Agreement
- Making changes to the Bid Documents and Draft Concession Agreement based on Bidder's queries and assisting in issuing Corrigenda/ Addenda
- Evaluating the Bidder's responses to the Bid Documents and drafting an evaluation report and recommending the preferred bidder for signing the Contract
- Assisting in issuance of Letter of Award/ Letter of Intent

## 6 Project Team

### 6.1 Organization Structure

#### Roles and Responsibilities of the Core Project Team

Table 8: Project Team

Name of Staff	Role for this Assignment	Assigned Tasks or Deliverables
Sumouleendra Ghosh	Team Leader	Shall be responsible for providing strategic technical leadership, programme management and financial direction and quality assurance to the project. He will carry out project oversight and governance, undertake key decisions on project development and review and approve the final deliverable
Puneet Babbar	Solid Waste Management Specialist	Shall be responsible for the execution of all the deliverable outputs, ensuring project compliances for internal team to ensure the completion of all outputs in the desired manner in accordance with the work plan and budget. Shall also provide inputs on Solid Waste Management applicable to all stages of the project.
Ankush Chakraborty	PPP Specialist & Engagement Manager	Shall be responsible for providing expert inputs and key insights on the principles on Public Private Partnership mode of project. Shall be responsible for assessment of the risks involved with respect to the project and a better overall solution for the same. Further, as Engagement Manager, will have the overall responsibility of delivery.
Arghya Paul	Finance Specialist	Shall be responsible for handling the analysis of the investment involved in the PPP. Shall be responsible for carrying out the financial feasibility of the various options suggested for the project and advising client on selecting the best.
Pankaj Baksi	Project Coordinator	Shall be responsible for day-to-day communication with the client. Shall be responsible for interacting with SUDA and ULBs while obtaining data, convening meetings and enabling local support.

## 6.2 Key Contacts

### Key Contacts for SUDA, WBPCB and Cluster 7 ULBs

Table 9: Key Contacts

Sl. No.	Name of the Official	Organization	Designation	Mobile	Email Address
1	Amitava Das	SUDA	Deputy Director	7001040645	<a href="mailto:amitavadas209@gmail.com">amitavadas209@gmail.com</a>
2	Dr. Sujay Mitra	SUDA	Chief Manager (Planning)	9433369666	<a href="mailto:sujay.mitra@gmail.com">sujay.mitra@gmail.com</a>
3	Bijay Krishna Pal	SUDA	Executive Engineer	9432378545	<a href="mailto:bkpal.suda@gmail.com">bkpal.suda@gmail.com</a>
4	Dr. T. K. Gupta	WBPCB	Chief Engineer	9830024276	<a href="mailto:tkg@wbpcb.gov.in">tkg@wbpcb.gov.in</a>
5	Sudip Sarkar	Barrackpore Municipality	Sanitary Inspector	9830748285	<a href="mailto:chairman@barrackporemunicipality.org">chairman@barrackporemunicipality.org</a> <a href="mailto:sbmbkpmunicipality@gmail.com">sbmbkpmunicipality@gmail.com</a>
6	Sanjib Nandi	North Barrackpore Municipality	Sanitary Inspector	6289172866	<a href="mailto:northbarrackporemunicipality@gmail.com">northbarrackporemunicipality@gmail.com</a>
7	Sushanta Sarkar	Garulia Municipality	Sanitary Inspector	9123693366	<a href="mailto:chairman_garulia@rediffmail.com">chairman_garulia@rediffmail.com</a>
8	Debashish Chakraborty	Panihati Municipality	Sanitary Inspector	7980085424	<a href="mailto:panihatimunicipality@yahoo.co.in">panihatimunicipality@yahoo.co.in</a>
9	Prabir Mukherjee	Titagarh Municipality	Assistant Engineer	9339875575	<a href="mailto:titagarh2007@yahoo.com">titagarh2007@yahoo.com</a>
10	Somnath Patra	Khordah Municipality	Sanitary Inspector	7003111872	<a href="mailto:khordahmunicipality@yahoo.co.in">khordahmunicipality@yahoo.co.in</a>

### Key Contacts for KPMG

Sl. No.	Name of the Team Member	Designation	Mobile	Email Address
1	Sumouleendra Ghosh	Team Leader	9903043317	<a href="mailto:sumouleendra@kpmg.com">sumouleendra@kpmg.com</a>



Sl. No.	Name of the Team Member	Designation	Mobile	Email Address
2	Puneet Babbar	SWM Specialist	9810275111	puneet.babbar@mosaicindia.co.in
3	Ankush Chakraborty	PPP Specialist & Engagement Manager	7738170172	ankushc@kpmg.com
4	Arghya Paul	Finance Specialist	9830583612	arghyapaul@kpmg.com
5	Pankaj Baksi	Project Coordinator	9732098102	pankajbaksi@kpmg.com

## 7 Conclusion

### 7.1 Current assessment and Challenges

The municipalities in Cluster 7 are densely populated and lack adequate space for setting up of new waste processing facilities. The primary and secondary transportation is in place at all the places; however, final disposal involves open dumping only. Except Khardah and North Barrackpore, no other municipality, currently, carries out 100% household coverage for solid waste collection. Segregation of waste at individual household level is also a major issue in the Cluster 7 ULBs. The ULBs have to strategize best means to disseminate mass awareness for effectively implementing source segregation at each household, which is currently not being done. The problem is further compounded by collection and transportation mechanism. For example, the collection vehicles are not partitioned at most of the places.

As far as processing of waste is concerned, no municipality is processing the waste and the waste is being dumped in identified pockets within each municipality. The details of the dumpsites are given below:

S. No.	Name of Municipality	Dumpsite Location, Age and Location
1	Panihati Municipality	Dumping is being done at Ramchandrapur area in Sodepur
2	Titagarh Municipality	Approx. 4.5 acres, 10 years, Near Titagarh WTP
3	Khardah Municipality	Approx. 4 acres, 12 years, Under Bandipur Gram Panchayat
4	Barrackpore Municipality	Approx. 5 acres, 15-18 years, On old Kolkata Road
5	North Barrackpore Municipality	Temporary dumpsite of approx. 3-4 acres area, which is under jurisdiction of Cantonment Board. Another 2 acres of land is under acquisition.
6	Garulia Municipality	Approx. 6 acres, 8-10 years, Near Garulia Municipality

There are two defunct compost plants located at Barrackpore and Garulia dumpsites and a similar plant is proposed for Panihati municipality. SUDA has identified a land area of approximately 70 acres for setting up a centralized plant for municipalities in this cluster. However, Titagarh municipality officials have informed that the same land has been given to numerous owners on lease for agricultural purpose. Therefore, acquisition of this land will prove to be very difficult. In light of this fact, project structuring seems very difficult, because no additional land parcel is available within the municipalities for setting up such processing plant. Even if the existing dumpsites are proposed for setting up new decentralised waste processing units, the remediation of existing waste and construction of a common sanitary landfill will be the key challenge. These issues need a detailed deliberation (involving both SUDA and the Cluster 7 ULBs) for ensuring a sustainable project plan.

## 7.2 Way Forward

During project conceptualization, the challenges mentioned herein will be carefully dealt with and the design and structure developed for the project will be scientific and technically correct. The planning and delivery shall also include following considerations:

- Achievement of 100% Household coverage for door-to-door collection
- Adequate infrastructure to maximize collection efficiency
- Segregation of waste into wet/dry/domestic hazardous fractions
- MSW recycling/recovery efficiency of 80% with maximum 20% rejects
- Scientific processing and disposal of MSW with appropriate technologies
- 100% compliance to SWM Rules, 2016, PWM Rules, 2016 and necessary guidelines/directions from Ministry or Hon'ble NGT.



## Annexure 1: Set of questionnaires

A set of Questionnaires required for data collection on Solid Waste Management is provided. These have to be filled by each ULB, which forms part of the cluster.

## Ward-wise Population Data

Name of the ULB: \_\_\_\_\_

S. No.	Ward No.	Area	Population		Number of households	Number of non-residential premises	No. of Slums and approximate population *	
			As per Census 2011	Present expected			Numbers	Population
1								
2								
3								
4								
5								
6								
7								
8								
9								

\*Slum population can be expressed as %age of ward population

Officer in-charge (SWM): \_\_\_\_\_  
 Contact Number: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Sign: \_\_\_\_\_

### Bulk Waste Generator\*

Name of the ULB: \_\_\_\_\_

Please provide Ward-wise information on Type and Number of BWGs in the table below				
S. No.	Ward No.	Type 1: _____ Number.....	Type 2: _____ Number.....	Type 3: _____ Please add more types, if required.....
1				
2				
3				
4				
5				
6				
7				
8				
9				

\* Bulk Waste Generators means such establishments, which generates more than 100 kg/day of waste "or" from where segregated organic waste can be obtained in large amounts. For example: Dairy complexes/vegetable markets/schools/colleges/ hostels/ hotels/ commercial establishments/ places of worship/Ceremonial Houses, etc.

Officer in-charge (SWM): \_\_\_\_\_  
Contact Number: \_\_\_\_\_  
Email: \_\_\_\_\_  
Sign: \_\_\_\_\_



## Solid Waste Generation Data

Name of the ULB: \_\_\_\_\_

S. No.	Ward No.	House Hold residential waste (in TPD)				Bulk Waste Generation (in TPD)				Commercial / Industrial Waste (in TPD)			
		Bio-degradable *	Non-biodegradable	Inerts **	Total	Bio-degradable *	Non-biodegradable	Inerts **	Total	Bio-degradable *	Non-biodegradable	Inerts **	Total
1													
2													
3													
4													
5													
6													

\* Horticulture or Green waste will come under Bio-degradable component

\*\* Inerts will include those from drain desilting and road sweeping also

# All waste data in tonnes per day

Officer in-charge (SWM): \_\_\_\_\_

Contact Number: \_\_\_\_\_

Email: \_\_\_\_\_

Sign: \_\_\_\_\_

## Ward-wise information on Source Segregation, Collection and Transportation

Name of the ULB: \_\_\_\_\_

S. No.	Ward No.	PRIMARY COLLECTOR				INTERMEDIATE STORAGE				SECONDARY COLLECTOR				Remarks, if any
		Green & Blue bins in each household (Y/N)	Source Segregation (Y/N)	Door to Door Collection (including households, educational places, commercial places, etc.) If No, specify primary collection points	Primary Collection End point (Processing plant/Community or Litter Bins/Transfer Station/Compactor Station)	Type of primary collection vehicle	No. of Community/Litter Bins	No. of Transfer Station / Compactor Stations	No. of Roadside collection points	Any Other, Please specify	Availability Land for setting additional Transfer Stations (Y/N)	Time of collection	Secondary Collection End point (Processing plant/dumping Site/SLF)	
1														
2														
3														

Officer in-charge (SWM): \_\_\_\_\_  
Contact Number: \_\_\_\_\_  
Email: \_\_\_\_\_  
Sign: \_\_\_\_\_

## Road Sweeping and Area Cleaning

Name of the ULB: \_\_\_\_\_

S. No.	Ward No.	Major Road		Minor Road		Covered Drain		Open Drain		Park		Bus Stand		Any Other				
		Leng th in km.	Freque ncy	N o.	Leng th in km.	Freque ncy	N o.	Leng th in Km.	Freque ncy	N o.	Are a in sq m.	Freque ncy	N o.	Are a in sq m.	Freque ncy	N o.	Are a in sq m.	
1																		
2																		
3																		
4																		
5																		
6																		
7																		
8																		
9																		

Officer in-charge (SWM): \_\_\_\_\_

Contact Number: \_\_\_\_\_

Email: \_\_\_\_\_

Sign: \_\_\_\_\_



## Types of Vehicles/Equipment Used

Name of the ULB: \_\_\_\_\_

### A. Primary Collection & Transportation

S.No.*	Type of Machinery		Make and Model No.	Capacity (in cum.)	Capacity (in TPD)	No. of Such units	No. of trips (per day)	Partitioned (Y/N)	Outsourced (Y/N)
	Vehicle	Equipment							
1									
2									
3									

*\*Add additional serial numbers, if required*

### B. Secondary Collection & Transportation

S.No.*	Type of Machinery		Make and Model No.	Capacity (in cum.)	Capacity (in TPD)	No. of Such units	No. of trips (per day)	Partitioned (Y/N)	Outsourced (Y/N)
	Vehicle	Equipment							
1									
2									
3									

*\*Add additional serial numbers, if required*

**C. Drain De-silting, Road Sweeping, Septage Carrying, etc.**

S.No.*	Type of Machinery		Make and Model No.	Capacity (in cum.)	Capacity (in TPD)	No. of Such units	No. of trips (per day)	Partitioned (Y/N)	Outsourced (Y/N)
	Vehicle	Equipment							
1									
2									
3									

\*Add additional serial numbers, if required

Officer in-charge (SWM): \_\_\_\_\_

Contact Number: \_\_\_\_\_

Email: \_\_\_\_\_

Sign: \_\_\_\_\_

## Information on Sanitation Workers

Name of the ULB: \_\_\_\_\_

S. No.	Ward No.	No. of Permanent Staff	On Monthly Remuneration	No. of Casual Staff			No. of Ragpickers				
				Under West Bengal Urban Wage Employment Generation Scheme or Other	Hired through Private Agency	Social Security Scheme *	Whether Survey Done (Y/N)	If Yes, No. of Ragpickers	Whether registered (Y/N)	Social Security Scheme *	
1											
2											
3											
4											
5											

\* EPF/ESI/Housing/Healthcare/WPS/Disability Pension/Any Others

Officer in-charge (SWM): \_\_\_\_\_  
 Contact Number: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Sign: \_\_\_\_\_



### Details of Waste Processing Plant/ Proposed Site for Waste Processing Plant

Name of the ULB: _____	
S. No	Details
<b>Details of proposed site for Waste Processing Plant</b>	
1	Land area of facility
2	Distance of the facility from City
3	Distance of dumpsite/landfill Site from processing facility
4	Whether the land is in possession of ULB or not
5	Location of Facility
	Distance from nearest habitation
	Distance from nearest water body
	Distance from nearest national/state highway
	Distance from nearest airport
6	Type of Land (Flood prone/Marshy/Low-lying/Abandoned mining/other, please specify)
7	Whether infrastructure facilities are available (boundary wall, Lighting arrangement, Weighbridge, etc.). Please specify what facilities exists.
8	Pls attach the map of the site (if available)
9	Contour sheet or geotechnical survey for the site, pls attach, if not available
10	Specify document available as proof of possession
<b>Details of Existing Waste Processing Plant</b>	
1	Name of the Facility
2	Daily waste amount received (in TPD)
3	Technology/Process Used (Please attach additional sheet for the technical details of the plant)
4	Type of output product and amount (compost, RDF, etc.)
5	Daily waste amount sent to dumpsite/SLF after processing (in TPD)
6	Land area of facility

Name of the ULB: _____	
S. No	Details
Reply	
7	Distance of the facility from City
8	Distance of dumpsite/landfill Site from processing facility
9	Whether the land is in possession of ULB or not
10	Location of Facility
	Distance from nearest habitation
	Distance from nearest water body
	Distance from nearest national/state highway
	Distance from nearest airport
11	Type of Land (Flood prone/Marshy/Low-lying/Abandoned mining/other, please specify)
12	Whether infrastructure facilities are available (boundary wall, Lighting arrangement, Weighbridge, etc.). Please specify what facilities exists.
13	Whether Testing laboratory is available
14	Whether Leachate Storage arrangement is available
15	Whether Leachate Treatment Plant is available
16	Pls attach the map of the site (if available)
17	Contour sheet or geotechnical survey for the site, pls attach, if not available
18	Whether Authorization is obtained from WBPCB
19	Whether NOC obtained from WBPCB (CTE/CTO)
20	EIA done or not
21	If ULB doesn't have its processing site, whether they have identified any land or approached to collector for allocation of required quantum of land

Officer in-charge (SWM): \_\_\_\_\_  
 Contact Number: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Sign: \_\_\_\_\_

## Dumpsite Details

Name of the ULB: _____		
S. No.	Details	Reply
1	<b>Existing Dumpsite (Open Dump/Sanitary)</b>	
a)	Area of existing dump site (In sq. m or acres)	
b)	Nature of Dumpsite (Permanent / Temporary)	
c)	Whether the land is in possession of ULB or not	
d)	Whether NOC obtained from WBPCB (CTE/CTO)	
e)	Location of Dumpsite	
i)	Distance from nearest habitation	
ii)	Distance from nearest water body	
iii)	Distance from nearest national/state highway	
iv)	Distance from nearest airport	
f)	Type of Land (Flood prone/Marshy/Low-lying/Abandoned mining/other, please specify)	
g)	Whether infrastructure facilities are available (boundary wall, Lighting arrangement, Weighbridge, etc.). Please specify what facilities exists.	
h)	Height of dump site (in m)	
i)	Depth of dumpsite (in m)	
j)	Daily waste being dumped (in TPD)	
k)	Waste Quantity dumped till date (in TPD)	
l)	Area of the dumpsite covered under legacy waste (In sq.m or acres)	
m)	Whether any Treatment options available at dumpsite area or not. If yes, provide details	
n)	Pls attach the map of the site (if available)	
o)	Contour sheet or geotechnical survey for the site, pls attach, if not available	
p)	Distance of Existing dumpsite from the city	
q)	EIA done or not	
r)	If ULB doesn't have its own land, whether they have approached to collector for allocation of required quantum of land	



Name of the ULB: _____	
S. No.	Details
<b>2</b>	<b>Old Dumpsites</b>
a)	Area of old dumpsite (in sq.m.or acre)
b)	Height of dump site (in m)
c)	Depth of dumpsite (In m)
d)	Waste Quantity Dumped (Approx. in TPD)
e)	Pls attach the map of the site
f)	Contour sheet or Geotechnical survey for the site, pls attach, if not available
g)	Distance of dumpsite from the city
h)	Location of Dumpsite
i)	Distance from nearest habitation
ii)	Distance from nearest water body
iii)	Distance from nearest national/state highway
iv)	Distance from nearest airport
i	Type of Land (Flood prone/Marshy/Low-lying/Abandoned mining/other, please specify)
<b>4</b>	<b>Please mention, if you have a common dumping site with any other ULB</b>
<b>5</b>	<b>Kindly mention, how the waste is being handled in dumpsite</b>

Officer in-charge (SWM): \_\_\_\_\_  
 Contact Number: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Sign: \_\_\_\_\_

## Expenditure and Cost recovery

Name of the ULB: _____											
Monthly Recurring Expenditure (In Rs.)							Monthly Revenue (In Rs.)				
Remuneration of Conservancy Staff	Waste Transportation / Fuel Consumption	Vehicle/ Equipment Maintenance	Cleaning Material Procurement	Waste Processing Plants Operations	Waste Disposal Site Operations	Cost of IEC/other activities on Waste Management	Any Other Cost Input, please specify	User Fee Collection	Revenue from Sale of Compost/ RDF	Any Other Revenue	TOTAL
(+ve)	(+ve)	(+ve)	(+ve)	(+ve)	(+ve)	(+ve)	(+ve)	(-ve)	(-ve)	(-ve)	

Officer in-charge (SWM): \_\_\_\_\_

Contact Number: \_\_\_\_\_

Email: \_\_\_\_\_

Sign: \_\_\_\_\_

## Compliance & Monitoring System

Name of the ULB: _____	
S. No.	Details
1	Whether ULB has drafted guidelines/policy and framed bye-laws for Solid Waste Management. If yes, please enclosed a copy.
2	Whether ULB has drafted guidelines/policy and framed bye-laws for Plastic Waste Management. If yes, please enclosed a copy.
3	Whether ULB has drafted guidelines/policy and framed bye-laws for Bulk Waste Generators. If yes, please enclosed a copy.
4	Whether ULB has drafted guidelines/policy and framed bye-laws for C&D Waste. If yes, please enclosed a copy.
5	Whether ULB has notify mandatory source segregation of household waste. If yes, please enclosed a copy.
6	Whether ULB has notify User fee charges for SWM. If yes, please enclosed a copy.
7	Whether ULB has issued notification for banning Open defecation/Open urination/ littering and provision of fine imposing. If yes, please enclosed a copy.
8	Whether ULB is maintaining logbooks for C&T, P&D, C&D, Bulk Waste, CT/PT, Faecal Sludge, Garden composting, etc.
9	Whether ULB has system in place for online monitoring of the collection vehicles.
10	Whether CCTV or ICT based monitoring in place for processing facilities or not.
11	Whether all the sanitation staff has been provided with PPEs or not.
12	Whether ULB has a collection system for the collection of Animal dung.



Name of the ULB: _____	
S. No.	Details
13	Whether ULB has Faecal sludge collection system and treatment provisions. Please provide details.
14	Whether payroll system of the ULB has linked with bio-metric attendance. (For department as well as outsourced staff)
15	Whether suitable grievance redressal system is in place or not.
16	If Yes, what is the average time-period of complaint redressal

Officer in-charge (SWM): \_\_\_\_\_  
 Contact Number: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Sign: \_\_\_\_\_

## Annexure 2: Inception Report Approval letter

To be signed and the copy to be returned for internal records.

Date: XXXX

To  
Mr. Sumouleendra Ghosh  
Director, KPMG Advisory Services Private Limited  
Godrej Waterside, Unit No. 604,  
6<sup>th</sup> Floor, Tower "1" Plot No. 5,  
Block – DP Sector V, Salt Lake  
Kolkata – 700 091  
Email: [sumouleendra@kpmg.com](mailto:sumouleendra@kpmg.com)

**Subject: Inception Report Approval**

Dear Mr. Sumouleendra Ghosh,

With respect to the Inception report submitted by your office on ~~date~~ for Panihati, Titagarh, Khardah, Barrackpore, North Barrackpore & Garulia Municipalities (Cluster 7), the department accords approval on the report. You are now requested to initiate the work for Feasibility Report at the earliest and ensure its submission as per timelines mentioned in Contract.

Approver's

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Organization: \_\_\_\_\_

Approver's

Sign: \_\_\_\_\_

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

*(Please provide a copy back to us after approval for internal records)*





# Thank you

**Contact us**

**Sumouleendra Ghosh**

**Director**

**T +91 99030 43317**

**E [sumouleendra@kpmg.com](mailto:sumouleendra@kpmg.com)**

**[www.kpmg.com](http://www.kpmg.com)**

The information contained herein is of a general nature and is not intended to address the circumstances of any particular individual or entity. Although we endeavour to provide accurate and timely information, there can be no guarantee that such information is accurate as of the date it is received or that it will continue to be accurate in the future. No one should act on such information without appropriate professional advice after a thorough examination of the particular situation.

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**CONTRACT FOR CONSULTANT'S SERVICES**

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

**Project Ref. No. STATE URBAN DEVELOPMENT AGENCY-477/2019/6306 Dated: 06.09.2019**

**(For Cluster No. 7: Panihati, Titagarh, Khardah, Barrackpore, North Barrackpore and Garulia)**

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

**Between**

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

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

**and**

**KPMG Advisory Services Private Limited**

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

**Dated: 06.09.2019**





पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AC 029279

### MEMORANDUM OF AGREEMENT

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

BETWEEN

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

AND

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





নং- ৫৭৩

তাং- ০৩/৭/১৭

মূল্য- ১০৭

ক্রেতার নাম ও সাং.....

স্ট্যাম্প ভেডার স্বাক্ষর.....

বিধান নগর (সল্ট লেক সিটি) ও ডি.এম.আর.ও.....

মোট স্ট্যাম্প দ্বায় তাং.....

চালান নং.....মোট কত টাকা খরিদ.....

ডেজারী-বারাকপুর, ভেডার-মিতা দত্ত

STATE URBAN DEVELOPMENT AGENCY  
Ugus Bhaban, H.C. Block, Sector-III,  
Salt Lake City, Kolkata- 700 106

21 AUG 2019

658000

## WHEREAS

- (A) STATE URBAN DEVELOPMENT AGENCY had invited tenders for empanelled transaction advisor firms, enlisted by the Finance Department (PPP cell), Government of West Bengal, vide no.3738 F(Y) dated 11-06-2018 for Appointment of Transaction Advisor for Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management for selection of Developers and Operators, through No. STATE URBAN DEVELOPMENT AGENCY-227/2018/1617, dated 31.12.2018 and subsequently revised through RFP No. STATE URBAN DEVELOPMENT AGENCY-227/2018/1760 dated 18.01.2019 and subsequent corrigendum No. STATE URBAN DEVELOPMENT AGENCY - 227/2018/1796 dated 25.01.2019 (hereinafter called the "services"). Subsequently, STATE URBAN DEVELOPMENT AGENCY as per approval of Finance Department, Government of West Bengal, decided to award all subsequent clusters to the interested empaneled transaction advisor firms based on price discovered during the aforementioned first round of bid process
- (B) **KPMG Advisory Services Private Limited, registered Office at Lodha Excelus, 1st Floor Apollo Mills Compound, N. M. Joshi Marg, Mahalaxmi, Mumbai 400 011** being one of the empaneled transaction advisors evinced interest to undertake Cluster No. 7: Panihati, Titagarh, Khardah, Barrackpore, North Barrackpore and Garulia and have agreed to provide the services for a consideration of **Rs. 28,93,684/-** (Rs. Twenty Eight Lakh Ninety Three Thousand Six hundred and Eighty Four only) by entering into the contract;
- (C) the Authority, on acceptance of the aforesaid proposal of the Consultant, and after receiving necessary approval from Finance Department, Government of West Bengal, vide U.O. No. Group-T/2019-2020/0363 dated 29.07.2019, awarded the Consultancy to the Consultant vide its Letter of Award vide no. SUDA-227/2018(Pt.I)/5510 dated 13.08.2019 (the "**LETTER OF ASSOCIATION**"); and
- (D) in pursuance of the **LETTER OF ASSOCIATION**, the parties have agreed to enter into this Agreement.

NOW THEREFORE the parties hereto hereby agree as follows: -

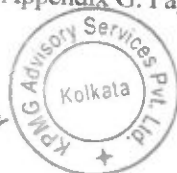
The following documents attached here to (Schedule A and B) shall be deemed to form an integral part of this Agreement:

### Schedule-A:

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

### Schedule-B:

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



*sd/*  
**Director**  
State Urban Development Agency

12. Appendix-H: OBLIGATIONS OF THE CONSULTANT AND AUTHORITY  
13. Appendix-I: FAIRNESS AND GOOD FAITH

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

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

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

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

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

FOR AND ON BEHALF OF

**KPMG ADVISORY SERVICES PRIVATE LIMITED**

By *Sumonkandra* .....  
(Authorised Representative)



**Witnesses**

- 1) *[Signature]*  
2) *Pankaj Bandyopadhyay*

CONSULTANT



STATE URBAN DEVELOPMENT AGENCY

*[Signature]*  
**Director**  
State Urban Development Agency



## CONDITIONS OF AGREEMENT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions:

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

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

#### 1.2 Law Governing Agreement

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

#### 1.3 Language

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

#### 1.4 Headings

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

#### 1.5 Notices

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



  
Director  
State Urban Development Agency

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

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

Attention: Debarati Dutta Gupta, SUDA Director

Phone : 033 2358 6403/5767

E-mail: sbm.wbsuda@gmail.com

Facsimile: 033 2358 6408

Consultants: KPMG ADVISORY SERVICES PRIVATE LIMITED,

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

Attention: Mr. Sumouleendra Ghosh, Director

E-mail [sumouleendra@kpmg.com](mailto:sumouleendra@kpmg.com)

Telex: +91 99030 43317

Facsimile: +91 33 4403 4199

**1.5.2 Notice will be deemed to be effective as follows:**

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

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

**1.6 Location:**

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



  
Director  
State Urban Development Agency

### 1.7 Authorised Representatives

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

For the Authority:

Debarati Dutta Gupta, SUDA Director

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

Phone: 033 2358 6403/5767

E-mail: [sbm.wbsuda@gmail.com](mailto:sbm.wbsuda@gmail.com)

Facsimile: 033 2358 6408

For the Consultant:

Sumouleendra Ghosh, Director

KPMG Advisory Services Private Limited

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

Phone +91 99030 43317

E-mail: [sumouleendra@kpmg.com](mailto:sumouleendra@kpmg.com)


Facsimile: +91 33 4403 4199

### 1.8 Taxes and Duties

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

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



  
Director  
State Urban Development Agency



## Schedule-A

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



*sdh*  
Director  
State Urban Development Agency

## Schedule-B

### Appendix-A

#### 1. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF AGREEMENT

##### 1.1 Effectiveness of Agreement

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

##### 1.2 Commencement of Services

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

##### 1.3 Expiration of Agreement

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

##### 1.4 Liability of Parties

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

##### 1.5 Modification

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

##### 1.6 Force Majeure

###### 1.6.1 Definition: -

- (a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, war,



riot, Civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockout or other industrial action are within the power of the party invoking force majeure to prevent, confiscation or any other action by Government agencies.

(b) Force Majeure shall not include

(i) Any event which is caused by the negligence or intentional action of a party or such party's sub-consultant or agent or employees, nor

(ii) Any event which a diligent party could reasonably have been expected to both (a) take into account at the time of the conclusion of this Agreement and (b) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

1.6.2 No Breach of Agreement

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

b) A Party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

1.6.3 Consultation

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

1.6.4 Extension of Time

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

1.6.5 Payments



*deff*  
**Director**  
State Urban Management Agency



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

#### 1.7 Suspension

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

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

#### 1.9 Termination

##### 1.9.1 By the Authority

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

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

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

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

##### 1.9.4 Cessation of Rights and Obligations

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

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



expiration,

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

#### 1.9.5 Cessation of Services

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

#### 1.9.6 Payment upon Termination

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

#### 1.9.7 Disputes about Events of Termination

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

### Appendix-B

#### Terms of Reference (TOR) for Transaction Adviser

##### (1) Introduction

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



systematically and transport them regularly to the solid waste disposal facility and get them recycled/processed scientifically. Efforts has been taken by some municipalities to collect waste and process them to the best of their abilities. It is, however, a fact that most municipal bodies do not have the technical capability, financial capacity and managerial competence to handle disposal of solid waste in a scientific manner. As a result, in spite of best intentions and substantial investments, these efforts have not resulted in significant improvement of situation.

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

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

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

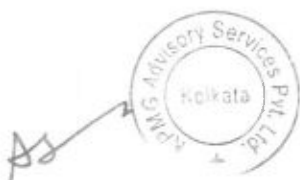
The Urban Development & Municipal Affairs (UD&MA) Department through Kolkata Metropolitan Development Authority (KMDA) and Municipal Engineering Directorate (MED) are developing landfill sites and solid waste processing facilities (compost plants and Biogas energy plants) in different municipalities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

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

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

## (2) Objectives

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





### (3) Scope of Work/Description of Task

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

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

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

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

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



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



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

**(4) Assignment for following Proposed Cluster:**

Cluster No.	Proposed URBAN LOCAL BODIES
7	Panihati, Titagarh, Khardah, Barrackpore, North Barrackpore and Garulia

**Appendix-C**

**Key Personnel Details:**

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

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





## Appendix-D

### (1) Deliverables

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

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

## Appendix-E

### (1) Working arrangement:

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

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

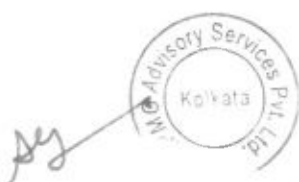
All the data will be provided by STATE URBAN DEVELOPMENT AGENCY and URBAN LOCAL BODY to the Transaction Advisor and for that Transaction Advisor should inform the requirement of requisite data to the office of STATE URBAN DEVELOPMENT AGENCY. However certain datas are to be collected by the Transaction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

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

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

The Transaction Advisor shall organize and provide for:

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



*Self*  
Director  
State Urban Development Agency

- Any other expenses as required for completion of assignment.

### Appendix-F

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

### Appendix-G

#### Payment Schedule/Arrangement

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

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

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



*Signature*  
**Director**  
**State Urban Development Agency**

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

#### **Currency of Payment**

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

#### **Mode of Billing and Payment**

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

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

#### **Recovery**

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

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





## Appendix-H

### OBLIGATIONS OF THE CONSULTANTS

#### 1.1 General

##### 1.1.1 Standard of Performance

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

##### 1.1.2 Law Governing Services

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

#### 1.2 Conflict of Interests

##### 1.2.1 Consultants not to benefit from Commissions, discounts etc.

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

##### 1.2.2 Procurement Rules

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

##### 1.2.3 Consultants and Affiliates not to engage in certain activities

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



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

#### 1.2.4 Prohibition of Conflicting Activities

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

### 1.3 Confidentiality

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

### 1.4 Liability of the Consultants

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

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

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

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

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

### 1.5 Accounting, Inspection and Auditing

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

### 1.6 Consultant's Actions requiring Authority's prior Approval

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



## 1.7 Reporting Obligations

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

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

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

### OBLIGATIONS OF THE AUTHORITY

## 2. Assistance and Exemptions

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

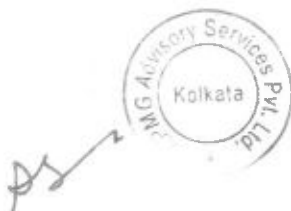
2.2. Provide the Consultants, the sub-consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, sub-Consultants and Personnel to perform the Services (if applicable);

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

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

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

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





## Appendix-I

### 1. FAIRNESS AND GOOD FAITH

#### 1.1. Good Faith

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

#### 1.2. Operation of the Agreement

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

### 2. INTELLECTUAL PROPERTY RIGHTS

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

### 3. INDEMNITY

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

### 4. MISCELLANEOUS

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



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

## 5. SETTLEMENT OF DISPUTES

### 5.1. Amicable Settlement

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

### 5.2 Dispute Redressal System

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

#### 5.2.2 Arbitration:-

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

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

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

### 5.3 Jurisdiction –

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



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

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

FOR AND ON BEHALF OF THE AUTHORITY

BY *Dattapada*

Authorised Representative **Director**  
**State Urban Development Agency**

Witness:

*[Signature]*

FOR AND ON BEHALF OF THE CONSULTANTS

BY *Sumonkunda*

Authorised Representative

Witness: *Panna Baur*





## রাজ্য নগর উন্নয়ন সংস্থা

## STATE URBAN DEVELOPMENT AGENCY

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

ক্রমিক নং ..... SUDA-477/2019/  
 To

তারিখ ..... 09.2019

1. Chairperson  
Barrackpore / Garulia / Khardah / North Barrackpore / Titagarh
2. Administrator  
Panihati Municipality

**Sub: Engagement of Transaction Advisor for planning and bid process management for setting up of different waste processing facilities in municipal areas**

Sir,

In order to facilitate the Urban local Bodies on scientific solid waste management system within their jurisdiction, the State Urban Development Agency on behalf of the UD&MA Department has engaged Transaction Advisor(TA) for the upcoming SWM projects.

The Transaction Advisor would be providing support towards planning and bid process management for setting up of different waste processing facilities.

KPMG Advisory Services Pvt. Ltd., a reputed organization presently empanelled with the Finance Department Govt. of West Bengal has been engaged as Transaction Advisor for assisting your Urban Local Body in planning on scientific solid waste processing facilities and bid process management for selection of Developers & Operators for legacy waste removal and setting up of several waste processing units.

These organizations have duly initiated the work as assigned to them vide work order issued from SUDA. A brief note on scope of work of the TA with timeline against different deliverables is enclosed for your ready reference.

You are requested to extend necessary support and cooperation to the TA for successful execution of the project.

Yours faithfully,

Encl: Scope of work for TA

501  
 Director

SUDA-477/2019/6544(6)/1(4)

20.09.2019

Copy forwarded for kind information to:

1. CEO, KMDA
2. Joint Secretary, UD&MA Department and Additional State Mission Director, MNB(U)
3. Director, KPMG Advisory Services Pvt. Ltd.
4. PS to the Principal Secretary, UD & MA Department

504 20/9/19  
 Director

দূরভাষ : ২৩৫৮ ৬৪০৩ / ৫৭৬৭, ফ্যাক্স : ২৩৫৮ ৫৮০০

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

Account Section : 2358 6408

## Transaction Advisor

### A) Scope of Work/Description of Task :

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

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

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

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

other limitations, if any, within which concessionaires are free and flexible to choose technology of choice.

- d) The Detailed Technical Feasibility Report should be flexible with regard to technology for processing of waste and sanitary landfill. Transaction Advisors should provide the broad contours of the project indicating performance parameters considering land constraints and other limitations, if any, within which concessionaires are free and flexible to choose technology of choice.
- e) It is preferable that the Transaction Advisor should have office setup at Kolkata for ease of interaction and should be available as and when required by the Authority.
- f) Projects should be structured under appropriate Public Private Partnership mode to enable optimum utilization of the investments already made in Solid Waste Management projects. Innovative business and commercial practices such as commercial sale of products, levy of user charges/ fee etc., as appropriate under the applicable laws should be incorporated in the Detailed Technical Feasibility Report.
- g) Transaction Advisor is to undertake visits to acclaim projects in other states and study best practices. In the financial proposal Transaction Advisor may incorporate the travel expenses and related incidental charges for visit to other States to see the best practices considering visit at least in two such cities with two experts from the team.

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

- a) Optimum utilization of existing infrastructure of Solid Wastes in the URBAN LOCAL BODIES and in conformity with policy of Government of West Bengal.
- b) Optimum utilization of land for processing plant and sanitary landfill site clubbing URBAN LOCAL BODIES in clusters to make the project financially and technically feasible.
- c) While undertaking the feasibility study, the proposed cluster sites should re-visited for suitable modification, if necessary. For finalization of cluster, STATE URBAN DEVELOPMENT AGENCY should be consulted. The cluster-wise Detailed Feasibility Report, Request for Proposal (concession Request for Proposal for implementation) may be prepared accordingly.
- d) Collection, segregation and transportation of wastes shall be the primary responsibility of URBAN LOCAL BODIES. However the Transaction Advisor will give a comprehensive and holistic mechanism in consultation with the URBAN LOCAL BODIES regarding collection at door step to final disposal.
- e) Incentive on performance for all stakeholders.



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

**B) Deliverables:**

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

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

## রাজ্য নগর উন্নয়ন সংস্থা

## STATE URBAN DEVELOPMENT AGENCY

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

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

ক্রমিক নং ..... SUDA-477/2019/ 544(c)

তারিখ 20.09.2019

To

1. Chairperson  
Barrackpore / Garulia / Khardah / North Barrackpore / Titagarh
2. Administrator  
Panihati Municipality

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Yours faithfully,

Encl: Scope of work for TA

Director

SUDA-477/2019/

.09.2019

Copy forwarded for kind information to:

1. Joint Secretary, UD&MA Department and Additional State Mission Director, MNB(U)
2. PS to the Principal Secretary, UD & MA Department
3. Director, KPMG Advisory Services Pvt. Ltd.

Director

দূরভাষ : ২৩৫৮ ৬৪০৩ / ৫৭৬৭, ফ্যাক্স : ২৩৫৮ ৫৮০০

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

Account Section : 2358 6408



**CONTRACT FOR CONSULTANT'S SERVICES**

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

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

**(For Cluster No. 5: Asansol Municipal Corporation)**

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

**Between**

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

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

**and**

**KPMG Advisory Services Private Limited**

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



Dated: -----08.2019

### MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BETWEEN

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

AND

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

**WHEREAS**

(A) STATE URBAN DEVELOPMENT AGENCY has invited tenders for empanelled transaction advisor firms, enlisted by the Finance Department (PPP cell), Government of West Bengal, vide no.3738 F(Y) dated 11-06-2018 for Appointment of Transaction Advisor for Assisting the State Government for Planning of Scientific Solid Waste Management through Cluster Approach and Bid Process Management for selection of Developers and Operators, through No. STATE URBAN DEVELOPMENT AGENCY-227/2018/1617, dated 31.12.2018 and subsequently revised through RFP No. STATE URBAN DEVELOPMENT AGENCY-227/2018/1760 dated 18.01.2019 and subsequent corrigendum No. STATE URBAN DEVELOPMENT AGENCY -227/2018/1796 dated 25.01.2019 (hereinafter called the "services"); followed by

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

(C) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award vide no. SUDA-227/2018(Pt.I)/5510 dated 13.08.2019 (the "**LETTER OF ASSOCIATION**"); and

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

NOW THEREFORE the parties hereto hereby agree as follows: -

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



**Schedule-A:**

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

**Schedule-B:**

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

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

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

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

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

By .....

(Authorised Representative)

FOR AND ON BEHALF OF

**KPMG ADVISORY SERVICES PRIVATE LIMITED**

By.....

(Authorised Representative)

**Witnesses**

1)

2)

CONSULTANT

STATE URBAN DEVELOPMENT AGENCY

## **CONDITIONS OF AGREEMENT**

### **1. GENERAL PROVISIONS**

#### **1.1 Definitions:**

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

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

#### **1.2 Law Governing Agreement**

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



### 1.3 Language

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

### 1.4 Headings

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

### 1.5 Notices

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

Authority: State Urban Development Agency, Urban Development and  
Municipal Affairs Department, Government of West Bengal

HB-305, AB Rd, HC Block, Sector III, Bidhannagar, Kolkata,  
West Bengal 700106

Attention: [.....]

Phone

E-mail:

Facsimile:

Consultants: -KPMG ADVISORY SERVICES PRIVATE LIMITED,

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

Attention: Mr. Sumouleendra Ghosh, Director

E-mail [sumouleendra@kpmg.com](mailto:sumouleendra@kpmg.com)

Telex: +91 99030 43317

Facsimile: +91 33 4403 4199

1.5.2 Notice will be deemed to be effective as follows:

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

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

1.6 **Location:**

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

1.7 **Authorised Representatives**

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

For the Authority:

(XXXXXXXXX)

State Urban Development Agency, Urban Development and  
Municipal Affairs Department, Government of West Bengal

HB-305, AB Rd, HC Block, Sector III, Bidhannagar, Kolkata,  
West Bengal 700106

Phone

E-mail:

Facsimile:

For the Consultant:

Sumouleendra Ghosh, Director

KPMG Advisory Services Private Limited

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

Phone +91 99030 43317

E-mail: [sumouleendra@kpmg.com](mailto:sumouleendra@kpmg.com)

Facsimile: +91 33 4403 4199

### **1.8 Taxes and Duties**

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

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

### **Schedule-A**

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



## **Schedule-B**

### **Appendix-A**

#### **1. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF AGREEMENT**

##### **1.1 Effectiveness of Agreement**

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

##### **1.2 Commencement of Services**

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

##### **1.3 Expiration of Agreement**

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

##### **1.4 Liability of Parties**

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

##### **1.5 Modification**

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

## **1.6 Force Majeure**

### **1.6.1 Definition: -**

- (a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, war, riot, Civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockout or other industrial action are within the power of the party invoking force majeure to prevent, confiscation or any other action by Government agencies.
- (b) Force Majeure shall not include
  - (i) Any event which is caused by the negligence or intentional action of a party or such party's sub-consultant or agent or employees, nor
  - (ii) Any event which a diligent party could reasonably have been expected to both (a) take into account at the time of the conclusion of this Agreement and (b) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **1.6.2 No Breach of Agreement**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

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

restoration of normal conditions as soon as possible.

- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

#### 1.6.3 Consultation

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

#### 1.6.4 Extension of Time

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

#### 1.6.5 Payments

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

### 1.7 **Suspension**

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

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



## 1.9 Termination

### 1.9.1 By the Authority

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

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

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

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

### 1.9.4 Cessation of Rights and Obligations

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

- (i) Such rights and obligations as may have accrued on the date of termination or expiration,
- (ii) The obligation of confidentiality set forth in concerned of this Agreement hereof, and
- (v) Any right, which a party may have under the Applicable Law.

### 1.9.5 Cessation of Services

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

#### **1.9.6 Payment upon Termination**

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

#### **1.9.7 Disputes about Events of Termination**

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

## **Appendix-B**

### **Terms of Reference (TOR) for Transaction Adviser**

#### **(1) Introduction**

Government of West Bengal has taken several steps/initiatives for making all the cities Clean, Green and Beautiful with special emphasis on management of Solid Wastes in Municipal Towns of the State. One of the obligatory functions of the Municipal Bodies is to remove solid waste from the cities under Sections 63, 95B, 260, 273 of the West Bengal Municipal Act, 1993 and corresponding provisions of the statute governing Municipal Corporations in West Bengal. A number of initiatives have been taken by the Urban Development & Municipal Affairs Department to ensure that solid waste are collected by the Municipal Bodies and disposed of scientifically by them. Under Mission Nirmal Bangla, a lot of equipment e.g. garbage bins, compactors, hydraulic tippers and other vehicles, community bins to Municipal Bodies to assist them in systematic collection of garbage from individual holdings, their transportation and

stacking before disposal. Land has also been provided through inter departmental transfer to municipal bodies to set up dumping ground cum solid waste processing plants. In some cases these bodies have been permitted to purchase private land for setting up these facilities. The municipal bodies are required to collect waste from individual holdings systematically and transport them regularly to the solid waste disposal facility and get them recycled/processed scientifically. Efforts have been taken by some municipalities to collect waste and process them to the best of their abilities. It is, however, a fact that most municipal bodies do not have the technical capability, financial capacity and managerial competence to handle disposal of solid waste in a scientific manner. As a result, in spite of best intentions and substantial investments, these efforts have not resulted in significant improvement of situation.

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

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

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

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

However, segregation of solid waste, their processing to either to produce compost or Refuse Derived Fuel (RDF) or Bio-gas, their marketing, recycling of waste processing of construction and demolition waste, a remediation of legacy waste, management of landfill site, all of these are technically and managerially complex functions. The experience across



cities in India and abroad shows that these functions are best carried out by technically and financially competent agencies. Such agencies are seen to be running successful plants in many Indian cities e.g. Hyderabad, Bangalore, Panaji, Indore, Bhopal, Surat etc.

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

## **(2) Objectives**

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

### (3) Scope of Work/Description of Task

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

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

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

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

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

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

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



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

- q) Key performance indicators to be identified. These are to be linked with schedule of payment to operating agencies.
- r) Principal objective: Achievement of 100 percent disposal and processing of incoming waste and waste as available in existing dumping site, and to maintain its sustainability.

**(4) Assignment for following Proposed Cluster:**

Cluster No.	Proposed URBAN LOCAL BODIES
5	Asansol Municipal Corporation

**Appendix-C**

**Key Personnel Details:**

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

SI No.	Position	Name of the Expert
1	Team Leader	Sumouleendra Ghosh
2	Solid Waste Management Specialist	Gyan Misra
3	PPP Specialist	Ankush Chakraborty
4	Financial Analyst	Arghya Paul
5	Legal Consultant	Legal firm to be engaged case to case basis

## Appendix-D

### (1) Deliverables

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

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

## Appendix-E

### (1) Working arrangement:

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

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

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

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



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

The Transaction Advisor shall organize and provide for:

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

### **Appendix-F**

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

### **Appendix-G**

#### **Payment Schedule/Arrangement**

<b>Stage</b>	<b>Details of stages</b>	<b>Percentage</b>
Stage 1A	Submission of the Inception Report	5%
Stage 1B	Acceptance of Inception Report by the Authority within 7 working days from the date of submission	5%
Stage 2A	Submission of Draft Feasibility Report by the TA	5%
Stage 2B	Acceptance of Draft Feasibility Report, by the Authority within 7 working days from the date of submission	5%
Stage 3	Submission of Final Feasibility Report along with action plan by the TA within 7 working days from the date of submission of corrected draft from the Authority	5%
Stage 4A	Submission of Draft RFP by the Agency	5%

Stage 4B	Acceptance of Draft RFP by the Authority within 30 working days of submission	10%
Stage 5A	Submission of the Final RFP for selection of Agency	10%
Stage 5B	Acceptance of the Final RFP by the Authority within 30 working days of submission	10%
Stage 6	Evaluation of the Tender Documents and recommendation for the Selected Agency	20%
Stage 7	Concession Agreement signed by the selected Agency	20%
	<b>TOTAL</b>	<b>100%</b>

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

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

- (c) All payments made hereunder shall be net off and be paid by Authority along with applicable GST as per prevailing rates notified under Applicable Laws.

### **Currency of Payment**

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

### **Mode of Billing and Payment**

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

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

### **Recovery**

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

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



## **Appendix-H**

### **OBLIGATIONS OF THE CONSULTANTS**

#### **1.1 General**

##### **1.1.1 Standard of Performance**

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

##### **1.1.2 Law Governing Services**

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

#### **1.2 Conflict of Interests**

##### **1.2.1 Consultants not to benefit from Commissions, discounts etc.**

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

##### **1.2.2 Procurement Rules**

If the Consultants, as part of the Services, have the responsibility of advising the

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

#### **1.2.3 Consultants and Affiliates not to engage in certain activities**

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

#### **1.2.4 Prohibition of Conflicting Activities**

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

### **1.3 Confidentiality**

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

### **1.4 Liability of the Consultants**

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

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

1.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority,

shall not be liable to the Authority:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds the Consultant Fee actually paid for the Services.

#### **1.5 Accounting, Inspection and Auditing**

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

#### **1.6 Consultant's Actions requiring Authority's prior Approval**

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

#### **1.7 Reporting Obligations**

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

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

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



## **OBLIGATIONS OF THE AUTHORITY**

### **2. Assistance and Exemptions**

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

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

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

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

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

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

## **Appendix-I**

### **1. FAIRNESS AND GOOD FAITH**

#### **1.1. Good Faith**

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

#### **1.2. Operation of the Agreement**

The parties recognize that it is impractical in this Agreement to provide for every

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

## **2. INTELLECTUAL PROPERTY RIGHTS**

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

## **3. INDEMNITY**

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

## **4. MISCELLANEOUS**

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

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

## **5. SETTLEMENT OF DISPUTES**

### **5.1. Amicable Settlement**

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

### **5.2 Dispute Redressal System**

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

#### **5.2.2 Arbitration:-**

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



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

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

5.3 **Jurisdiction –**

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

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

FOR AND ON BEHALF OF THE AUTHORITY

BY

Authorised Representative

Witness:

FOR AND ON BEHALF OF THE CONSULTANTS

BY

Authorised Representative

Witness:

# রাজ্য নগর উন্নয়ন সংস্থা

## STATE URBAN DEVELOPMENT AGENCY

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

ক্রমিক নং .....SUDA-227/2018(Pt.I)/ 5510

তারিখ 13.08.2019

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

Sub: Work Order for providing Transaction Advisory Services

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

Sir,

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

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

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

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

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

দূরভাষ : ২৩৫৮ ৬৪০৩ / ৫৭৬৭, ফ্যাক্স : ২৩৫৮ ৫৮০০

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

Account Section : 2358 6408

1. Deliverables:

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

2. Payment Schedule:

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



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

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

Encl: Terms of Reference

Yours faithfully

*DDG 12/8/19*

(Director)

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

Date: 13.08.2019

Copy forwarded for kind information to:

The Principal Secretary, UD & MA Department, GoWB

*DDG 12/8/19*

(Director)

(1) Introduction

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

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

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

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

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

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

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

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

## (2) Objectives

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



(3) Scope of Work/Description of Task

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

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

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

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

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

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

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

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

**(4) Assignment for following Proposed ULBs/ Cluster:**

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