

Office of the
State Urban Development Agency
'ILGUS BHAWAN', HC Block, Sector III, Bidhannagar, Kolkata – 700106
Email: wbsudadir@gmail.com

MEMO : SUDA-232/2016/7069

Date: 25/10/2019

**Request for Proposal (RFP) for Establishment of Programme
Management Unit (PMU) for Solid Waste Management under
Mission Nirmal Bangla(U)**

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

Disclaimer

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the PMU services. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

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

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the PMU Services and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation. Copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

1. INTRODUCTION

1.1 Background

1.1.1 Govt. of West Bengal in Urban Development & Municipal Affairs Department has taken up works for development of scientific solid waste management mechanism in urban local bodies of the State apart from development/improvement of infrastructure facilities like sewerage system, water supply, electrical infrastructure development, and creation of other amenities under various State Govt. Programs/schemes and Central Govt. funded, Externally Aided schemes.

The Department, having recognized the need to integrate the reform initiatives and scale up the effort to catalyze investment in urban sanitation across West Bengal, is taking several measures for municipal solid waste management. In order to carry out the same, the Department has decided to engage a Professional Service Provider (PSP) Agency, to provide professional and support staff for establishment of Programme Management Unit (PMU) for 12 months[renewable for two more periods of 12 months each] duration.

1.1.2 The Department decided that the PMU will be developed at the State Urban Development Agency (SUDA), the nodal agency for implementation of solid waste management in urban areas of the State with assistance of a PSP, selected through a competitive e-tendering process, which shall serve as PMU. The PMU shall provide services in accordance with the terms and conditions stated in the agreement to be entered into between the Department and the PSP (the "PMU Agreement").

1.1.3 In pursuance of the above, the Department has decided to carry out the process for selection of a PSP in accordance with the Terms of Reference specified at Schedule-I (the "TOR").

1.2 Request for Proposal

The State Urban Development Agency (SUDA), on behalf of UD&MA Department invites proposals from interested bidders (the "Proposals") for selection of a PSP, who shall assist SUDA in developing and implementing the Project under SBM/MNB-U.

The Department intends to select the PSP through an open competitive e-tendering process in accordance with the procedure set out herein. A bidder shall be selected for the abovementioned purpose under Quality and Cost Based Selection (QCBS) procedure as described in clause 3.3.

1.3 Due diligence by Applicants

Bidders are encouraged to inform themselves fully about the assignment before submitting the Proposal.

1.4 Release of RFP Document

Any organization meeting technical and financial criteria, as spelt out in this RFP, can participate in the bid.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date (the "PDD").

1.6 Brief description of the Selection Process

The Department has adopted a single stage, two envelopes selection process (collectively the "SelectionProcess"), in evaluating the proposals comprising technical and financial bids to be submitted in two separate sealed envelopes. Technical evaluation will be carried out as specified in Clause3.1. Based on this technical evaluation, applicants who have obtained minimum technical score required for declaration of application as qualified shall be selected to open their financial proposals. Financial evaluation will be carried out for the technically qualified applicants as specified in Clause3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause3.4. The first ranked Applicant (the "Selected Applicant") shall be called for negotiation, if necessary, while the second ranked Applicant will be kept in reserve.

1.7 Payment to PSP

1.7.1 All payments to the PSP shall be made in INR in accordance with the provisions of this RFP. The PSP may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the PSP. The fee shall be quoted in INR only.

1.8 Schedule of Selection Process

The Department would endeavor to adhere to the following schedule:

Event Description	Date
1. Start Date of RFP	25.10.2019, 5.00 pm
2. Earnest Money	Rs2,00,000/- (two lacs)
3. Pre-bid meeting	08.11.2019, 3.00 P.M. at the office of the State Urban Development Agency at ILGUS Bhawan, HC Block, Sector III, Salt Lake City, Kolkata-700106,
4. Last Date of Submission	18.11.2019, 5.00 pm
5 Technical Proposal Opening Date	21.11.2019, 11.00 am
6 Presentation	To be intimated
7 Financial Proposal Opening Date	To be intimated
8 Letter of Award(LOA)	To be intimated

9 Signing of Agreement	To be intimated
10 Validity of Proposals	180 days

1.9 Pre-bid Meeting

Pre-bid meeting will be held on 06.11.2019 at 3.00 P.M. in the office of the State Urban Development Agency at ILGUS Bhawan, HC Block, Sector III, Salt Lake City, Kolkata-700106.

1.10 Communications

1.10.1 All communications including the submission of Proposal should be addressed to

Director, SUDA, ILGUS Bhawan, HC Block, Sector III Salt Lake, Kolkata through <https://wbtenders.gov.in> following the e-tender norms.

For clarification/queries e-mail may be sent to sbm.wbsuda@gmail.com

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this PMU services are specified in this RFP. In case an applicant firm or a Consortium/JV of upto two firms possesses the relevant experience¹ and capabilities required for undertaking the PMU services, it may participate in the selection process in response to this invitation. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

2.1.2 Applicants are advised that the selection of PSP shall be on the basis of an evaluation by the Department (the "Client") through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the selection process will be given and that the Client's decisions are without any right of appeal whatsoever.

2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Section of the RFP. The Technical proposal shall be submitted including the form at Appendix-I and the Financial Proposal shall be submitted in BOQ form as per guideline mentioned at Appendix-II.

2.1.4 Key Personnel & Support Staff

¹ Assignments in sanitation, Solid waste, liquid waste, fecal sludge management projects

The PSP Agency shall provide the following key personnel (Key personnel: PMU team) at the state level. The Key Personnel proposed are as follows:

Key Personnel: Core team	Educational Qualification	Required minimum Mandays/month	Responsibilities
Team Leader- 1	<p>Engineering in any branch or Masters in Environmental Sciences or M Plan or MBA.</p> <p>Overall minimum 10 years' experience, out of which minimum 7years in SWM /sanitation projects. Experience in successful implementation of PPP projects is preferred.</p>	5 days per month	<p>He/She will lead, co-ordinate and supervise the PMU Team for delivering the PMU Services in a timely manner as envisaged in this RFP.</p> <p>The key deliverables of the Team leader are to:</p> <p>Advise SUDA in developing appropriate plan, policy and capacity building strategy for implementation of solid waste management in cities.</p> <p>Guide PMU team in evaluating DPR for SWM projects .</p> <p>Guide the team in conducting feasibility study, preparing bid document, coordinating contract management for SWM projects.</p> <p>Develop monitoring and supervision mechanism for SWM projects in cities.</p> <p>Lead & provide any other support to PMU Team</p>

			<p>members as and when required.</p> <p>Apprise the Authority about progress of the projects on regular basis.</p>
Financial Expert	<p>MBA / CA /ICWA or equivalent with minimum 7 years' experience in handling PPP projects.</p> <p>Should have knowledge on Central/State Govt Financial Rules.</p>	Full time	<p>The key deliverables of the Financial Expert are to:</p> <p>Assist the Team Leader in determination of appropriate business models for projects, financial analysis, risk sharing and mitigation measures, preparation of bid documents, contract management etc.</p> <p>Analyze the financial provisions of tender document/DPR/contract document related to SWM projects.</p> <p>Recommend payment proposals of TA/Micro Planning Agency/Developer against respective deliverables.</p>
Solid Waste Management Expert – 1	<p>Engineering in any branch or Masters in Environmental Sciences or M Plan or MBA from</p>	Full time	<p>The key deliverables of the SWM Expert are to:</p> <p>Support SUDA and ULBs for</p>

	<p>any recognized University.</p> <p>Excellence in Power Point Presentation with good writing skill</p> <p>Overall minimum 7 (seven) years' experience, out of which minimum 5 (five) years in SWM projects.</p>		<p>execution of SWM projects in urban areas of the State in compliance of SWM Rule 2016. Analyze and identify concern areas of existing system and assess feasibility for upcoming projects.</p> <p>Coordinate with TAs/Micro-planners for effective and viable project development.</p> <p>Evaluate DPR/TFR of SWM projects.</p> <p>Provide procurement and contract monitoring assistance.</p> <p>Coordinate with respective agency for development of common IEC plan and materials, training/Capacity Building of ULB on SWM.</p> <p>Handholding of ULBs on implementation of SWM projects.</p>
Waste Water Expert – 1	<p>Graduate in Civil/ Mechanical/ Environmental Engg or Masters in Environmental Sciences from any recognized University</p> <p>Overall minimum 7 (seven) years' experience, out of which minimum 5 (five) years in Waste Water treatment.</p>	Full time	<p>The key deliverables of the Waste Water Expert are to:</p> <p>Assist SUDA in finding solution to Fecal Sludge Management (FSM) at ULB level.</p> <p>Assist ULBs in</p>

			implementing FSM projects. Provide procurement and contract monitoring assistance.
MIS Expert – 1	Bachelor degree in Computer Science or PG Diploma in Computer Science. Excellent power point preparation/presentation and good Excel capabilities. Overall minimum 5 (five) years' experience in MIS including data collection & analysis, project monitoring, report generation coordination and facilitation activities.	Full time	The key deliverables of the MIS Expert are to: Collate information/data from ULBs to create/update SWM/Sanitation data base. Develop suitable systems for updating progress/feedback/monitoring etc. Generate periodical reports for review of projects Handle SBM/SWM portal and keeping liaison with NMMU/ULBs for regular uploading of relevant data. Assist Team Leader in IEC related activities as and when required

Note: The Bidder may appoint additional staff for the purpose of the assignment; however, the same will not be considered while determining technical qualification criteria. Number of resources indicated above, will be deployed initially. Additional resources of above category or any other category may be deployed if required by SUDA.

2.2 Conditions of Eligibility of Applicants

2.2.1 The bidder (company incorporated under the Companies Act or a limited liability partnership registered in India or a consortium of two such companies), who meets the Eligibility Criteria as specified below as on the last date of submission of the RFP, shall be eligible to submit a

Proposal : -

- 2.2.1.1 Transaction Advisors empanelled with Finance Department, Government of West Bengal Shall not be eligible to participate in this bid.**
- 2.2.1.2 Average Annual turnover of minimum INR 8 Cr in last three financial years (2015-16, 2016-17 & 2017-18).**
- 2.2.1.3 Should have done project management consultancy/program management support/program management unit assignments/MSW Projects in last 5 years. Ongoing assignment will also be considered qualifying for evaluation of this bid, however in that case minimum one year of experience is required.
- 2.2.1.4 A Consortium/JV of up to two companies is allowed to participate.
- 2.2.2 Rs. 2,00,000 (Rupees Two Lakhs only) only as an initial Earnest Money Deposit shall be paid through online mode of payment (Payment link will be available in the website). This amount will be converted to security deposit for the successful bidder. Balance Earnest Money beyond Rs. 2,00,000 (Rupees Two Lakhs only) (if any, to fulfill 2% of amount offered) shall be deposited by the successful bidder prior to acceptance of tender in the form of a Bank Draft obtained in favour of “State Urban Development Agency”, from any nationalized bank payable at Kolkata.
- The EMD for the successful bidder will be converted to Security Deposit and additional amount of 8% will be deducted towards Security Deposit from each monthly invoice. Such deducted total amount will be refunded after 3 months on expiry the Contract.
- Note : If any bidder is exempted from payment of EMD, scanned copy of original EMD exemption document needs to be uploaded, at the time of on-line submission and also submitted when called for.**
- The EMD is interest free and will be refundable to the unsuccessful bidders within 15 days of signing of agreement with the Successful Bidder.
- 2.2.3 The Applicant should submit a Power of Attorney as per the format at Form – 3 of Appendix- 1; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner or Director (on the Board of Directors) of the Applicant.
- 2.2.4 While submitting a Proposal, the Applicant should attach clearly marked and referenced

continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.3 Number of Proposals

No Applicant or its Associate shall submit more than one Application for the PMU Services. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any Applicant, as the case may be.

2.4 Cost of Proposal: NIL

2.5 Visit to the Authority and verification of information

Applicants may visit to the client office for any query during and after pre- bid meeting.

2.6 Acknowledgement by Applicant

2.6.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from the Client; and
- c) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.6.2 The Client shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Client.

2.7 Right to reject any or all Proposals

2.7.1 Notwithstanding anything contained in this RFP, the Client reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons there for.

2.7.2 Without prejudice to the generality of Clause 2.7.1, the Client reserves the right to reject any Proposal if:

- a) at any time, a material misrepresentation is made or discovered, or
- b) Applicant does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/rejection occurs after the Proposals have been opened and

the highest ranking Applicant gets disqualified / rejected, then the Client reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

B. DOCUMENTS

2.8 Contents of the RFP

2.8.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendums issued by the authority :

Request for Proposal

1. Introduction
2. Instructions to Applicants
3. Criteria for Evaluation
4. Fraud and corrupt practices
5. Pre-Proposal Conference
6. Miscellaneous

Schedules

- 1. Terms of Reference**
- 2. Guidance Note on Conflict of Interest**
- 3. Appendices.**

2.8.2 Appendices are as per following details:

Appendix - I: Technical Proposal

Form 1: Letter of Proposal

Form 2: Particulars of the Applicant

Form 3: Power of Attorney

Form 4: Financial capacity of the Applicant

Form 5: Eligible Assignments of the Applicant

Form 6: CVs of Professional Personnel

Appendix -II: Financial Proposal

Financial Proposal in BOQ format

2.9 Clarifications

- 2.9.1 Applicants requiring any clarification on the RFP may send their queries to the Client in writing through <https://wbtenders.gov.in> before pre-bid meeting with a copy to the email ID: sbm.wbsuda@gmail.com.
- 2.9.2 The Client reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 2.9 shall be construed as obliging the Client to respond to any question or to provide any clarification.

2.10 Amendment of RFP

- 2.10.1 At any time prior to the deadline for submission of Proposal, the Client may, for any reason whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website.
- 2.10.2 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the PDDs.

PREPARATION AND SUBMISSION OF PROPOSAL

2.11 Language

The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP.

2.12 Format and signing of Proposal

- 2.12.1 The Applicant shall provide all the information sought under this RFP. The Client would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.12.2 The Proposals must be properly signed by the authorized representative (the "Authorized Representative") as detailed below:
- a) By the proprietor, in case of a proprietary firm; or
 - b) By a partner, in case of a partnership firm and /or a limited liability partnership;
- or

- c) By a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or person authorised as per MoA of a Consortium/JV.

A copy of the Power of Attorney in the form specified in Appendix-I (Form-3) shall accompany the Proposal (if required).

2.12.3 Applicants should submit the Proposal within last date of submission. Except as specifically provided in this RFP, no supplementary material will be entertained by the Client, and that evaluation will be carried out only on the basis of Documents received by the closing time. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

2.12.4 **Late Proposals**

Proposals received by the Client after the specified time period shall not be eligible for consideration, even if received by post or by courier or by speed post and shall be summarily rejected.

2.12.5 **Modification /Substitution/withdrawal of Proposal**

The Applicant can not modify, substitute, or withdraw its Proposal after submission.

2.12.6 **Performance Security**

The selected applicant shall submit a performance security of an amount equal to 10% of the total agreement amount for one year of service (as per Financial Proposal) in the form of D.D. or bank guarantee in favour of State Urban Development Agency or in the form of bank guarantee.

2.13. INSTRUCTIONSTOBIDDERS for e-tendering

2.13.1 **GeneralGuidancefore-tendering**

Instructions/ guidelinesforbiddersforelectronicsubmissionoftheproposalshavebeenenclosedfor assistingthemtoparticipateine-tendering.

2.13.2 **RegistrationofBidder**

Anybidderwillingtotakepart inthe processofe-tenderingwillhavetobe enrolled andregisteredwiththe Governmente-procurementsystem,throughloggingonto <https://wbtenders.gov.in>.Thebidderistoclick onthelinkfore-tenderingsiteas givenonthewebportal.

2.13.3 Digital Signature Certificate (DSC)

Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the service provider of the National Informatics Centre (NIC) or any other bonafide service provider on payment of requisite amount. Details are available at the Website stated in Clause II of Instructions to Bidders. DSC is given as a USB e-Token.

2.13.4 The bidders can search and download the Tender Documents electronically from computer by logging onto the website mentioned in Clause-II above using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

2.13.5 Submission of Proposal

Proposals are to be submitted through online to the website stated in Clause II in one folder at a time before the prescribed date and time using the Digital Signature Certificate (DSC). The documents to be uploaded should be virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non-readable formats).

The proposal should contain scanned copies of the following further two covers (subfolders):

A. Statutory Cover Containing

1. Prequalification Document

- i. Letter of proposal

2. Technical Document (To be filled, scanned and uploaded as multiple pages scanned file)

- ✓ **Covering letter**
- ✓ **Average Annual Turnover of the bidder** over the last three financial years certified by a practicing Chartered Accountant.
- ✓ **Details about the Bidder Agency**
 - i. Lead Agency in case of consortium
 - ii. Details about each of the consortium partners

NOTE: Bidders must ensure that the e-mail id provided in the Registered Office Address is the same with which they have registered at the e-procurement portal (<http://wbtenders.gov.in>).

B. Non-Statutory Cover Containing / My Space

- ✓ **Company Certificates** like
 - i. Certificate of incorporation highlighting registration details along with the composition of Board of Directors and
 - ii. GST Registration No, PAN No. and TAN No. IT return for last three years. EPF and ESI registration Certificates.
- ✓ **Statement of any Indictment:** The Bidders should not be under active prosecution for criminal offence, litigation, court receivership or similar proceedings
 - i. It may please be noted that non-provision of this declaration in this proposal **will lead to rejection** of the same.
 - ii. Declaration that the Bidder or any of its staff had not been at any point of time **blacklisted** by any Government or its agencies or court of law or any other organization
 - iii. Brief of court / legal cases pending, if any.
- ✓ Brief write up on understanding of the Terms of Reference (ToR) including Approach & Methodology, work plan, manpower planning etc (write-up should not exceed 500 words)
- ✓ Work Completion Certificates / Payment Certificates issued by competent authority
- ✓ Project experience during the period of last 5 years.
- ✓ Letter of Association from Consortium partner/ individual specialists.
- ✓ Power of attorney, if applicable, is executed as per Applicable Laws;
- ✓ CVs of all Key Personnel have been included;
- ✓ The CVs shall contain an undertaking from the respective Key Personnel about his/ her availability for the duration specified in the RFP;
- ✓ Key Personnel would be available for the period indicated in the TOR;
- ✓ No Key Personnel should have attained the age of 50 years at the time of submitting the proposal; and

Note: Bidders must ensure that page limit is restricted to maximum of one (1) page per project.

Intending Bidders should upload above documents as per following folders in My Documents

NOTE: Bidder must ensure that they upload documents in black and white & resolution (DPI) of the scanned document should not exceed 300.

Table 1: List of Documents to be uploaded in My Documents (Non-Statutory Folder)

e-Tendering System of Government of West Bengal			
Bidder Document Sub Category Master			
Sl.No	Category Name	Sub Category Name	Sub Category Description
A.	CERTIFICATES [Every folder corresponds to one single file (multiple page scanned file) and the file size should not be more than 1MB]	A1.CERTIFICATES	1. GST Registration No. 2. PAN No. and TAN No. 3. Income Tax return for last three years. 4. EPF and ESI registration Nos.
B.	COMPANY DETAILS [Every folder corresponds to one single file (multiple page scanned file) and the file size should not be more than 1MB]	B1.COMPANY DETAILS1	1. Certificates of incorporation and commencement of business highlighting registration details as is applicable to the legal status of the bidder 2. Composition of Board of Directors or details of lead partner or governing authority or trust as the case maybe, as is applicable to the legal status of the bidder
C.	CREDENTIAL [Every folder corresponds to one single file (multiple page scanned file) and the file size should not be more than 1MB]	C1.CREDENTIAL1	1. Project Experienced during the period of last 10 years (Please refer Annexure B.No.I) 2. Letter of Association (Annexure B II & B III)

		C1.CREDENTIAL 2	1. WorkCompletionCertificatesor Payment Certificates issuedby competent authorityforthe projectsmentioned. [For completed projects,provide paymentcertificate incasework completion certificate isnot available]
D.	DECLARATION	DECLARATION1 Write up on Understanding TOR(Not exceeding 500 words)	1. Briefwriteuponunderstanding oftheTermsof Reference(ToR)

Note: - Failure of submission of any of the above mentioned documents will render the tender liable to be summarily rejected.

All Corrigendum & Addendum Notices, if any, have to be digitally signed & uploaded by the Bidder in the Declaration Folder of My Documents.

2.13.6 Qualification Criteria:

The Bidders must meet the following criteria:

- A. **General Criteria:** As mentioned in Data Sheet
- B. **Technical Criteria:** As mentioned in Data Sheet
- C. **Financial Criteria:** As mentioned in Data Sheet

2.13.7 Evaluation of Bid

Opening of Bid

- Proposals will be opened electronically from the website using Digital Signature Certificate.
- Decrypted (transformed in to readable formats) documents will be downloaded and handed over to the officials for evaluation.

Evaluation:

- Cover (sub-folder) of statutory documents shall be opened first and if found in order, cover (Folder) for non-statutory documents will be opened. If there is any deficiency in the statutory documents the tender will summarily be rejected.
- Scrutiny of proposal and recommendation thereafter will be made by the SUDA.

2.13.8 Evaluation of Technical Proposals

2.13.8.1 Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding

of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals score 700 points or more out of 1000 shall be ranked as per score achieved by them, from highest to the lowest technical score (S).

2.13.8.2 Each Key Personnel must score a minimum of 70% marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 70% (seventy per cent) marks. In case the Selected Applicant has one Key Personnel, other than the Team Leader who scores less than 70% (seventy per cent) marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Client, would score 70% (seventy per cent) or above.

2.13.8.3 The scoring criteria to be used for evaluation shall be as follows.

S.No	Criterion	Score
1.	Number of Years of Experience	50
1.1	Between 03 years to 05 years	10
1.2	Between 05 years to 10 years	30
1.3	More than 10 years	50
2.	Experience in similar nature of works	200
2.1	General experience of undertaking Eligible assignments - 20 marks for each project subject to maximum 200 marks	200
3	Average Annual Turnover of last 3years from professional services	50
3.1	Less than 8 crore	0
3.2	Between 8-15 crore	25
3.3	More than 15 crore]	50
4.	Approach and Methodology	400
4.1	Methodology	60
4.2	Work Plan, personnel schedule/team structure	40
4.3	Technical Presentation	200
5	Personnel (CVs)	400
5.1	Team Leader	100
5.2	Financial expert	80
5.3	SWM Expert	80

5.5	Waste Water Expert	60
5.6	MIS Expert	80
	Total Marks	1000

Note: Number of years of experience and turnover criteria should be met by lead member of consortium

2.13.8.4 Relevant Experience of Key Personnel : The marks for the relevant experience shall be as follows:

Relevant Experience of the Key Personnel	a) Educational Qualification	50%
	i. Meets minimum qualification	40%
	ii. Additional relevant qualification	10%
	b) Number of years of experience	50%
	i. Meets minimum number of years of experience	30%
	ii. Any additional number of years of relevant experience maximum up to 5 years (4% marks for each year)	20%

2.13.8.5 Eligible Assignments

For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, project management consultancy/program management support/program management unit assignments/MSW Projects granted by the government, regulatory commission, tribunal, statutory authority or public sector entity for the projects shall be deemed as eligible assignments (the "Eligible Assignments"):

2.13.8.6 Short-listing of Applicants

All the Applicants ranked as foreshaid, shall be pre-qualified for financial evaluation in the second stage.

2.13.8.7 **Evaluation of Financial Proposal:** For financial evaluation, the financial quote, as indicated in the Financial Proposal, will be considered.

2.13.8.8 Combined and Final Evaluation

Proposals will finally be ranked according to their combined technical (T_b) and financial (C_b) scores as follows:

$$B_b=(0.80)*T_b + (0.20)x(C_{min}/C_b)*1000$$

Where,

B_b =over all combined score of bidder under consideration (calculated upto two decimal points)

T_b = Technical score of the bidder under consideration

C_b =Financial bid value of the bidder under consideration

C_{min} =Lowest financial bid value among the financial proposals under consideration

The Selected Applicant shall be the Applicant having the highest combined score. The second highest Applicant shall be kept in reserve and may be invited in its discretion for negotiations incase the first-ranked Applicant withdraws, or fail to comply with the requirements.

Uploading of summary list of technically qualified bidders-

- Pursuant to scrutiny and decision of SUDA, the summary list of eligible bidders will be uploaded in the web portals.
- During the process of evaluation, SUDA may summon the bidders and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these are not produced within the stipulated time frame, their proposals will be liable for rejection.
- Any document found to be incomplete in content or attachments or authenticity shall not be considered for the purpose of qualification.
- If any information (false/ un acceptable) is received by SUDA after the Bidder has been qualified to receive the Request for Proposal, the SUDA reserves the right to reject the Bidder at that time or at any time after such information becomes known to SUDA.

Bidders not satisfying the requisite qualification criteria specified in the above sections are not eligible.

2.14 APPOINTMENT OF PMU

Negotiations

2.14.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the PSP under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not score 70% (seventy five per cent) marks as required shall be replaced by the Applicant with a better candidate to the satisfaction of the Authority. In case the Selected

Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

2.14.2 The Client will examine the credentials of all Sub-Consultants/ individual Members proposed for this PMU Services and those not found suitable shall be replaced by the Selected Applicant to the satisfaction of the Client.

2.14.3 Prior to conclusion of the negotiation process, the Selected Applicant is required to furnish an undertaking that staff, as per eligibility mentioned in the RfP, are available for each position. In case the Client fails to do so, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

2.15 Substitution of Key Personnel

2.15.1 Substitution will be permitted in exceptional circumstances if the Team members are not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided.

2.15.2 The SUDA will not normally consider any request of the Selected Agency for substitution of the Team Leader. Substitution will, however, be permitted in exceptional circumstances if the Team Leader is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the SUDA.

2.15.3 The SUDA expects the Key Personnel to be available during implementation of the Agreement. The SUDA will not consider substitution of the Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the SUDA.

2.15.4 **Penalty on Substitution.** One time 35% from the quoted Monthly Fee of the substituted resource. For every subsequent substitutions Penalty will be increased by 15%. Penalty will be applied only in the month of substitution and from subsequent month quoted rates will prevail. No penalty will be levied in case substitution occurs on the request of SUDA.

2.16 Indemnity

The selected PSP shall, subject to the provisions of the Agreement, indemnify the Client, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

2.17 Award of PMU Contract

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to

the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Client may, unless it consents extension of time for submission thereof, cancel the LOA and the next highest ranking Applicant may be considered.

2.18 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in this RfP. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.19 Commencement of Assignment

The PMU Team shall commence the PMU Services within thirty days of the date of the Agreement, or such other date as may be mutually agreed. If the Selected Applicant fails to either sign the Agreement as specified in this RfP or commence the assignment as specified herein, the Client may invite the next ranked Applicant for negotiations. In such an event the LOA or the Agreement, as the case may be, may be cancelled/ terminated. Deployment of at least 50% manpower must be completed in 30 days and 100% deployment must be completed in 45 days.

2.20 Duration of PMU

The PMU Team shall be deployed for a duration of 24 months period, which can be further extended by SUDA on same terms and conditions. Rates quoted by the PSP in financial proposal will apply for the first year of the contract. An yearly increase, owing to the increase in cost of human resources, of 10% would apply for second year. Same yearly increase would also apply in case of extension of PMU deployment by the authority.

2.21 Proprietary data

Subject to the provisions of this RfP, all documents and other information provided by the Client or submitted by an Applicant to the Client shall remain or become the property of the Client. Applicants and the PSP, as the case may be, are to treat all information as strictly confidential. The Client will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Applicant to the Client in relation to the PMU Services shall be the property of the Client. Notwithstanding the above, it is agreed that nothing contained herein above shall be applicable to Consultant's pre-existing materials and working papers (i.e. Materials owned by the Consultant which were created and

developed prior to this Agreement without direct reference to the deliverables under this Agreement) which may now be incorporated by the Consultant into the final deliverables/ reports or the like, supplied to the Client hereunder in the course of delivering the Services pursuant to this Agreement. However, in the event any such pre-existing material is used in the deliverables/ reports provided to the Client by the Consultant, the Consultant hereby grants the Client an irrevocable, non-transferable, non-exclusive, paid-up, royalty free and perpetual license to use such pre-existing material as it exists in the deliverable/ reports prepared by the Consultant as a part of this Agreement.

3 FRAUD AND CORRUPT PRACTICES

2.13 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Client shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

2.14 Without prejudice to the rights of the Client in the RFP hereinabove and the rights and remedies which the Client may have under the LOA or the Agreement, if an Applicant or PSP, as the case may be, is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or PSP shall not be eligible to participate in any tender or RFP issued by the Client during a period of 2 (two) years from the date such Applicant or PSP, as the case may be, is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

2.15 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

2.15.1 **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the

Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner what so ever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner what so ever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Project;

- 2.15.2 **"fraudulent practice"** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- 2.15.3 **"coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- 2.15.4 **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- 2.15.5 **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3. MISCELLANEOUS

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

DIRECTOR
STATE URBAN DEVELOPMENT AGENCY

SCHEDULE-I

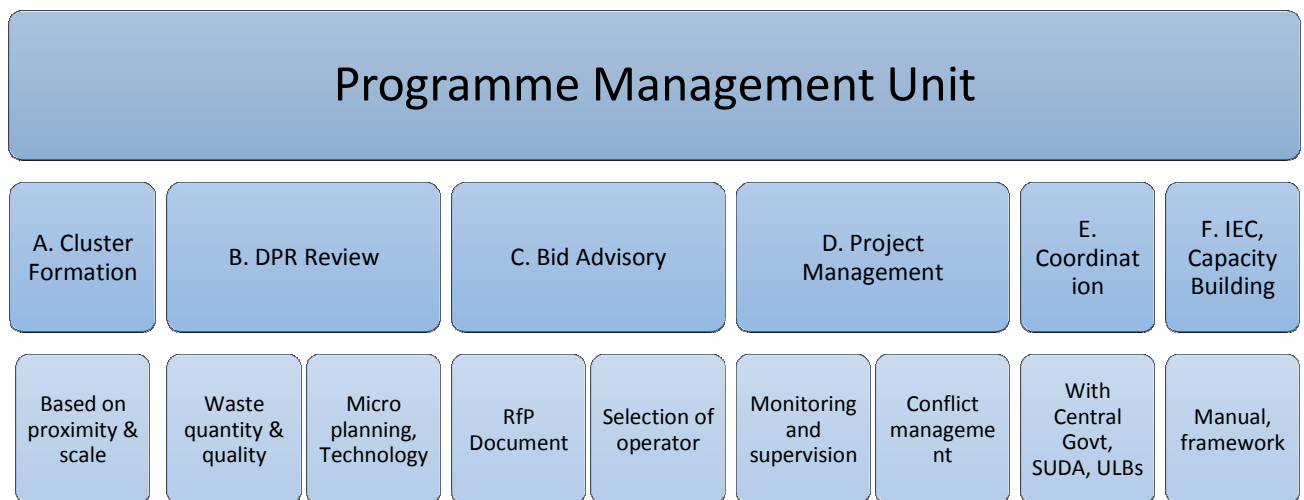
(See Clause 1.1.3)

Terms of reference (ToR)

SUDA, West Bengal requires services of a credible agency to take up overall **program management** for successful implementation of Solid Waste Management projects in West Bengal. Selected agency will set up a PMU to provide technical support to SUDA, West Bengal for effective project management, monitoring and evaluation, IEC, and capacity building & training for effective implementation of SWM Projects.

The PMU will finalize the overall implementation framework at state and city levels. The PMU will support the SUDA in project management in order to strengthen the planning project preparation, implementation and management.

PMU agency will set-up an office in SUDA premises for day to day support to SUDA for effective implementation of the project. The support is required initially for one year with provision of further extension as required by SUDA.



The PMU agency will carry out following activities for effective implementation of the project:

- A. Detailed Project Report Review:** The PMU shall assist in feasibility study for city level project. The PMU shall review of DPR prepared by other agencies. DPR will be prepared for in-depth understanding of status of waste management, waste characteristics, micro-planning for waste collection, transportation and processing with technology options, risk associated with project development and resource requirement for execution of MSW projects. This shall include the following:

- a. Assessment of quantity of wastes
 - b. Assessment of characteristics of wastes
 - c. Assessment of existing status of collection, storage, transportation, treatment and disposal activities
 - d. Review of the situation in the perspective of existing legislation
 - e. Assessing suitability of shortlisted Land and associated infrastructure for waste management
 - f. Assessment of technology for solid waste management and preparation of DPR based on suitable technology and recommend suitable technology
 - g. Guiding ULBs in city level plan preparation
 - h. Impact of project on environment and environmental management plan
- B. Bid Advisory:** PMU will prepare a standard framework for selection of concessionaire for implementation of Solid Waste Management projects. The PMU shall undertake bid advisory and assist in selection of concessionaire for solid waste management project. This includes:
- a. Preparation of bid document for collection, transportation, processing and disposal for waste along with relevant Qualification Criteria
 - b. Preparation of bid document for legacy waste management
 - c. Preparing Tripartite Implementation Agreement with the Concessionaire, Municipal Corporations and SUDA
 - d. Bid process management
 - I. Request for Proposal (RFP)
 - II. Pre-bid meetings and clarifications
 - III. Bid evaluation and assistance in selection of bidder
 - IV. Support during negotiation and Signing of the Concession Agreement
- C.** PMU will also provide support to SUDA for implementation of decentralized and ULB level SWM projects. All technical details, capacity building of respective ULB, hand holding of ULBs in implementation of projects, making Standard Operating Procedures (SOPs) for ease of execution at ULB level will be provided by the PMU.
- D.** All surveys, waste characterization and lab tests will not form part of PMU responsibilities and the same shall be undertaken by ULBs/SUDA at their cost. Necessary details of tests/surveys will be given by PMU for this purpose.
- E. Project Management:** The PMU shall provide technical guidance to ULB level engineers and monitor activities of Independent Engineers to be engaged for supervision of Cluster projects. IE as advisor to SUDA will carry out the following works:

- a. Review Engineering for Solid waste management work - as Review Engineer the IE shall review all Design & Engineering Drawings & Documents submitted by concessionaire
- b. Periodic construction monitoring for solid waste management project
- c. Supervision of Project operation
- d. Conflict management
- e. Monitoring of compliance with environmental rules and regulations
- f. Support replication of national guidance and interventions at state level.

The PMU shall guide SWM Projects until commissioning of the projects. The PMU shall set up central project monitoring unit to monitor the progress of work in all ULBs for respective project on behalf of SUDA from the following perspective-

- a. Plan v/s Actual Progress; reasons for slippages if any;
- b. Catch-up plan to make-up the time
- c. Monthly Review with ULB's/ their concessionaires and report monthly Report to SUDA

F. Coordination:

- a. Effective coordination with state and Ministry of Housing & Urban Affairs, Government of India, downstream coordination with respective ULBs of the State.
- b. Support to State Mission Director for formulation of procurement and IEC/BCC plan.
- c. Support replication of National Guidance and interventions at state level.
- d. Establishing an effective SWM monitoring system – Online and offline.

G. IEC and Capacity Building:

The PMU shall support ULBs and SUDA in implementing IEC/BCC activities in coordination with respective IEC Agency and conduct training program for capacity building of staffs.

H. SUDA will provide following administrative support:

- a. A dedicated Office space will be provided by SUDA in the Office Building to the PMU team along with office infrastructure.
- b. As per the requirement ascertained, a project vehicle may also be allocated to the PMU, for official use only, upon due approval from the competent authority.
- c. SUDA will arrange/reimburse all the boarding and lodging expenses for PMU staffs outside during their travel in other cities outside Kolkata.

TIME AND PAYMENT SCHEDULE

In consideration of its services, PMU Team shall be paid a fixed monthly retainership fee on the submission of the Monthly Progress Report to the Department. The fixed monthly retainer ship fee

for the duration of the PMU Service term shall be as per fee quoted by the Applicant in its Financial Proposal.

Termination

It is agreed between the parties that in case this agreement is suspended due to reasons not attributable to the Consultant, in that event the Consultant shall be entitled for time extension and to receive payments for all the expenses and costs incurred by it during the period of such suspension from the client.

Arbitration

In the case of dispute arising upon or in relation to or in connection with the contract between the Department and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to a single Arbitrator, who shall be chosen on mutual agreement between the Department and Consultant. Arbitrator shall be appointed as per The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings shall be held in Kolkata and all documents and communications between the parties shall be English. The decision of the Arbitrators shall be final and binding upon both parties. The expenses of the arbitrator shall be shared equally by the Department and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

PMUTEAM

The PSP shall form a team (the "PMU Team") for undertaking this assignment, which will assist Department for a period of 12 months. The composition and requisite qualifications of the Key Personnel have been mentioned in Clause 2.1.4 above.

If required a team meeting shall be held every quarter/half yearly in order to assess the developments of the project and shall be attended by all the key personnel's.

All PMU team members, mentioned as full time in para 2.1.4,would have to be working on a full-time basis from the office of the Department for the entire duration of the assignment.

Extension

The contract may be extended by the authority with mutual agreement. In such case the PSP will provide the same team or equally qualified team to perform the scope of work as per this ToR.

SCHEDULE-2

Guidance Note on Conflict of Interest (for Applicant and PMU Team)

1. This Note explains and illustrates the conflict of interest for applicant and PMU team.
2. Applicant I PMU Team should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of PSP should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a PMU Team or between PMU Team and present or future concessionaires/ contractors. Some of the situations that would involve conflict of interest are identified below:
 - (a) Department and PMU Team:
 - (i) Potential PMU Team should not be privy to information from the Department which is not available to others.
 - (ii) Potential PMU Team should not have defined the project when earlier working for the Authority.
 - (iii) Potential PMU Team should 'not have recently worked for the Department overseeing the project.
 - (b) PMU Team and concessionaires/contractors:
 - (i) Neither the PMU Team members, nor the PSP selected as Successful Applicant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments.
 - (ii) Neither the PMU Team members, nor the PSP selected as Successful Applicant should be involved in owning or operating entities resulting from the project.
 - (iii) Neither the PMU Team members, nor the PSP selected as Successful Applicant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by PSPs. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Department. All conflicts must be declared as and when the PSPs become aware of them.

5. Another approach towards avoiding a conflict of interest is through the use of "Chinese walls, to avoid the flow of commercially sensitive information from one part of the PSP's company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of "Chinese walls" may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, "Chinese walls" have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, "Chinese walls" should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a PSP coupled with provision of safeguards to the satisfaction of the Department.
6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example. Conflicts may arise if PSPs drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called "scope-creep" arises when PSPs advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Department but which will generate further work for the PSPs. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for PSPs to extend the length of their assignment.
8. Every project contains potential conflicts of interest. PSPs should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Department at the earliest. Officials of the Department involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

APPENDIX-I

(See Clause 2.1.3)

TECHNICAL PROPOSAL

Form-I

Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,

The Director,

State Urban Development Authority, West Bengal

Sub: Appointment of Consultant for Establishment of PMU under Swacch Bharat Mission (Urban)

Dear Sir,

With reference to your RFP Document dated, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as PMU (the "PMU") for Appointment of Consultant for Establishment of PMU under Swachh Bharat Mission- Urban ("Project") to the Department. The proposal is unconditional and unqualified.

1. I/We acknowledge that the Department will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the PSP, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the PMU for the aforesaid Project.
3. I/We shall make available to the Department any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the Department to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;

- (b) I/We do not have any conflict of interest in accordance with Schedule - 2 of the RFP Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Department or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
6. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the PSP, without incurring any liability to the Applicants in accordance with Clause 2.7 of the RFP document.
 7. I/We declare that none of our key personnel is a member of any other Applicant applying for Selection as a PMU.
 8. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 9. I/We farther certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors I Managers I employees.
 10. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the PMU Services for the Project is not awarded to me/us or our proposal is not opened or rejected.
 11. I/We agree to keep this offer valid for 180 (one hundred eighty) days from the date of submission specified in the RFP.
 12. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 3.
 13. In the event of my/our firm being selected as the PMU, I/we agree to enter into an Agreement in accordance with the form at Schedulc-2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
 14. In the event of my/our firm being selected as the PM U, I/we agree and undertake to provide the services of the Team Leader in accordance with the provisions of the RFP and that the Team Leader shall be responsible for providing the agreed services himself and not through any other person or Associate.

15. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Department or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of PMU Services.
16. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
17. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

In witness thereof, I/We submit this proposal under and in accordance with the terms of the RfP document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant/ Lead Member)

APPENDI X-I

Form-2

Particulars of the Applicant (In case of consortium submit separate forms for both companies)

1.1	Title of Services:PMU Services
1.2	<p>Title of Project:</p> <p>Appointment of Consultant for Establishment of PMU for providing advisory and implementation services to State Urban Development Authority, West Bengal</p>
1.3	<p>State the following:</p> <p>Name of Firm:</p> <p>Legal status(e.g. sole proprietor ship or partnership):</p> <p>Country of incorporation:</p> <p>Registered address:</p> <p>Year of Incorporation:</p> <p>Year of commencement of business:</p> <p>Principal place of business:</p> <p>Name,designation,addressandphonenumberofauthorizedsignatoryoftheApplicant:</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p>
	<p>Phone No.: FaxNo.:</p> <p>E-mail</p>
	<p>(Signature, name and designation of the authorized signatory)</p>

APPENDIX-I

Form-3

Power of Attorney

By this power of attorney, (name of Firm and address of the registered office), through its authorized signatory as mentioned below, hereby authorizes Mr./Ms..... as the lawfully constituted attorney on behalf of (name of Firm) to:

- a. sign and submit proposal(s) related to providing "Establishment of PMU for Swachh Bharat Mission (Urban)" for the State Urban Development Authority, West Bengal;
- b. Carry out such negotiations as may be necessary and to sign the Contract in relation to the aforesaid services;
- c. Carry out such further activities as may be required in relation to the Contract.

For (name of firm)

Name:

Title:

Date:

Place:

I accept,

(Signature, name, designation and address)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

APPENDIX-I

Form-4

Financial Capacity of the Applicant

(Refer Clause 2.2.1)

S. No	Financial Year	Annual Turnover from professional services (Rs.in crore)
1		
2		
3		

In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

APPENDIX-I

Form-5

Eligible Assignments of Applicant

(Refer Clause 3.1.4)

Assignment Name/ Project :	Approx. value of the contract (in current US\$ or INR):
Country:	Duration of assignment (months):
Name of Client:	Total No. of staff-months of the assignment:
Client Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or INR):
Start date (month/ year):	Completion date (month/ year):
Name of associated Consultants, if any:	Name of senior professional staff of your institution involved and functions performed (indicate most significant profiles such as Project Director/ Coordinator, Team Leader, Joint team leader):
Narrative description of Project:	

Notes:

1. Use separate sheet for each Eligible Assignment.
2. Exchange rate should be taken as Rs.62per US\$ for converting to Rupees

APPENDIX-I

Fom-6

Curriculum Vitae (CV) of Professional Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record/Experience:

(Starting with present position, list in reverse order every employment held.)

7. List of projects on which the Personnel has worked

Name of Project	Description of responsibilities
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Certification:

- 1 I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
- 2 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.

Place.....

(Signature and name of the authorized signatory of the Applicant)

Notes:

1. Use separate form for each Key Personnel/ Professional Personnel.

APPENDIX-II

FINANCIAL PROPOSAL (BOQ)

(See Clause 2.1.3)

Item No	Description	No of Experts	Monthly Fee (Rs)	Total Fee (Rs)
A	Team Leader	1		
B	Financial Expert	1		
C	SWM Expert	1		
D	Waste Water Expert	1		
E	MIS Expert	1		
F	MonthlyFee(Year1)			
G	AnnualFee(Year1)(=F*12)			
H	AnnualFee(Year2)(=G*1.1)			
I	Total Fee (=G+H)			

(Total Fee In words)

Notes:

1. Above quote is excluding GST. GST, as applicable from time to time, shall be paid by SUDA over and above the fee quoted by Consultant.
2. The aforesaid Monthly Retainership Fee, payable to the PMU in accordance with the Financial Proposal, shall cover the costs of telephone/fax, photocopying, couriers and postage, collections and deliveries, stationery, costs of support staff and counsel fee, overheads, local conveyance within Kolkata city limits, etc., including all taxes and duties except service tax. Costs of outstation travel & stay (for locations other than Kolkata) would be paid extra.
3. Outstation travel & stay (for locations other than Kolkata) shall be undertaken as per request of the Authority. The Key Personnel(s) shall be entitled to economy class air travel/AC 2-Tier trains/Taxi Car, boarding and lodging in three-star hotel or hotel with

similar facilities (if three star hotels are not available). Bills for reimbursement hereunder may be submitted along with original supporting materials, and with a Statement of Expenses, duly certified by the Authorized Representative. Fixed per diem @ Rs. 800 per day will be reimbursed over & above the air/train/taxi fare and lodging charges of hotel.

4. The contract may be extended further by the authority with mutual agreement. In such case the retainer ship fees will be paid as 10% annual escalation. The PSP will provide the same team or equally qualified team to perform the scope of work as per this ToR.
5. All payments shall be made in Indian Rupees and shall be subject to applicable Indian withholding taxes if any.