

SL. No.:- 60/23

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL

EASTERN ZONE BENCH, KOLKATA

ORIGINAL APPLICATION NO. 151/2022/EZ

In the matter of:

Subhas Datta ... Applicant

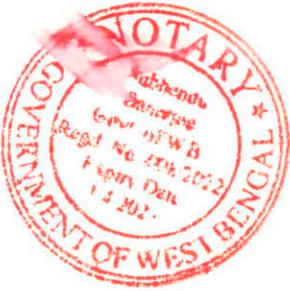
-Vs-

The State of West Bengal & Ors.
... Respondents

AFFIDAVIT ON BEHALF OF THE RESPONDENT NUMBER 05,
THE DIGHA SHANKARPUR DEVELOPMENT AUTHORITY

I N D E X

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03 FEB 2023

5.	Financial sanction granted by the Authority for upgradation of Sewerage Treatment Plant	R-4	
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Filed by:

Soumya Mukherjee

SOUMYA MUKHERJEE

Advocate

For The Digha Shankarpur Development Authority

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BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
EASTERN ZONE BENCH, KOLKATA
ORIGINAL APPLICATION NO. 151/2022/EZ

In the matter of:

Subhas Datta ... Applicant

-Vs-

The State of West Bengal & Ors.
... Respondents

AFFIDAVITON BEHALF OF THE RESPONDENT NUMBER 05,
THE DIGHA SHANKARPUR DEVELOPMENT AUTHORITY.

I, Manas Kumar Mandal, son of Pranab Kumar Mondal, aged about 42 years, by faith Hindu, by occupation- service, working for gain at Digha Shankarpur Development Authority, do hereby solemnly affirm and declare as follows:-

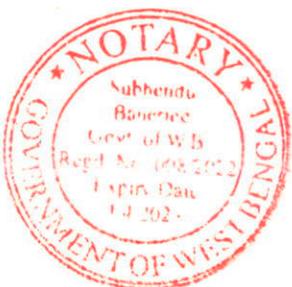
1. That I am Executive Officer of the Digha Shankarpur Development Authority. I am well-acquainted with the facts and circumstances of the case and as such, am competent affirm this affidavit.



2. I have gone through a copy of the instant Original Application affirmed by one Sri Subhas Datta on November 14, 2022 and have understood the contents and purport thereof.
3. That this affidavit is being filed in compliance to the solemn Order dated 21.11.2022, passed by the Hon'ble National Green Tribunal, Eastern Zone Bench, Kolkata.
4. I deny each and every allegation contained in the said Original Application save what are matters of record and/or what are specifically admitted by me herein.

I deny that unplanned and unscientific development works are being undertaken and that there are no appropriate developmental plan and programme and that the concerned authorities are indulging in cosmetic and ornamental operations, as alleged or at all.

I deny that in the name of Beach Front Beautification, the concerned Authority is converting the sea-beach into concrete amusement park with tourism facilities. It is



denied that in the name of such beautification, green cover has been destroyed, as alleged or at all and I put the applicant to strict proof thereof.

I deny that solid waste management is totally absent in the town of Digha and that Solid Waste Management Rules, 2016 are not practiced at all.

I deny that the Sewerage Treatment Plant at Gadadharpur, Digha is effectively not operational, as is being alleged in the instant application. It is categorically denied that due to inadequate and inappropriate functioning of such sewage treatment plant, filthy untreated waste water with pungent smell is being discharged into the sea.

I deny that massive deforestation and rampant conversion of sand dunes into concrete structures are taking place, causing severe imbalances as alleged or at all.

5.(a) I state that planned and scientific development of Digha is being undertaken in accordance with the Land Use and



Development Control Plan (LUDCP) framed as per the provisions of the West Bengal Town and Country (Planning and Development) Act, 1979. It is pertinent to mention here that for the preparation of 'Long Term Master Plan' for sustainable development of Digha and other important coastal belts under the Digha Shankarpur Development Authority (hereinafter referred to as DSDA) planning area, the Government has recently engaged the Indian Institute of Technology, Kharagpur, as an expert consultant. A District Level Committee has also been constituted for supervision and monitoring of progress of the preparation of Digha Master Plan.

A copy of such engagement letter is annexed as well as the relevant Notification with regard to constitution of the said Committee are hereto and marked with the letter "R/1" (Coly).

- (b) I state that all constructions are temporary or semi-permanent in nature and are made of wood, bamboo, corrugated sheets, fibre, PVC material, ceramic tiles, glass, container and such other materials which are easily



removable. It is stated that major development works have commenced since 2010 by the Institute of Environment Studies and Wetland Management (IESWM) after taking necessary permission of the Department of Environment, Government of West Bengal and funding by the World Bank. This work was supervised by I-WIN. All such activities have been done in respect of promotion of tourism.

Copies of the relevant documents are annexed hereto and marked with the letter "R/2" (Coly.)

- (c) It is stated that except the lavatory block, there are no concrete structures being developed on the sea-beach of Digha, as has been sought to be agitated in the instant application. All such structures are temporary in nature and are made of ceramic tiles, glass, PVC, corrugated sheets, wood, bamboo and such other materials. There is a temporary structure made of wood, corrugated sheets, glass etc. over the roof of the toilet complex.



I state that the photographs, being Annexure "P/3" to the Original Application, allegedly showing concretization of the ground of the beach is, in fact, a pathway made of ceramic tiles and paver blocks.

I state that the photographs, being Annexure "P/4" to the Original Application, allegedly showing construction of resort in Dhuesagar having rooms for tourists is, in fact not a resort, as alleged or at all. The said structures are stalls for promotion of local handicraft and an office room surrounding a toilet block. The upper portions of the said structures are built of corrugated sheets, PVC materials and wood.

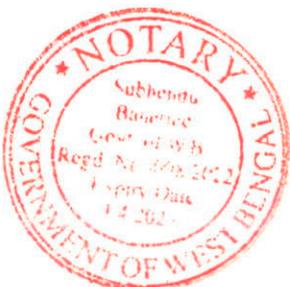
I state that the photographs, being Annexure "P/5" to the Original Application, allegedly showing construction of designed amusement centre on the sea-beach within Dheusagar complex at Digha, the photographs, being Annexure "P/6" to the Original Application, allegedly showing construction of temporary habitations within the Dheusagar complex area at Digha, the photographs, being



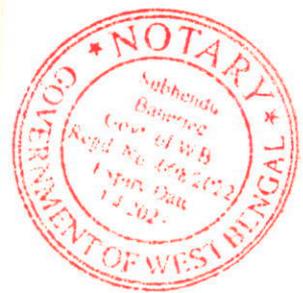
Annexure "P/7" to the Original Application, allegedly showing constructions of a restaurant under the name and style of Dheusagar Restaurant on the sea-beach at Digha are all, in fact, temporary structures made of container, wood, corrugated sheets, PVC material, glass, ACB and structural beams etc. and, as such, are easily removable.

I state that the photographs, being Annexure "P/8" to the Original Application, allegedly showing construction of a commercial centre having fish spa, among other things is, in fact, a purely temporary structure made up of corrugated sheets, glass, ACB. There is no concrete roof, and at the foundation, a brick wall measuring about two and a half feet is present.

It is pertinent to mention here that all construction within the Dheusagar Amusement Park are semi-permanent in nature and on the landward side of the existing embankment following the regulation of permissible activities under the relevant CRZ Notification.



- (d) I state that all the beautification works undertaken by the respondent Authority have been done without altering and by maintaining all natural elements such as sand dunes and trees. It is stated that a substantial number of trees, both occurring naturally as well as planted, have been damaged by the series of cyclonic storms, namely Phani, Amphan, Yaas, among others, in the recent past. Pursuant thereto, about 400 coconut trees and over 2000 Jhau trees have been planted within the park premises.
- (e) I state that in the last few years, afforestation programme is being carried on by the DSDA as well as the Department of Forest, Government of West Bengal. It is pertinent to mention here that even though the cyclone Yaas, which was a very severe cyclonic storm, made landfall in the coastal areas of Digha, damage to property was negligible in comparison to the severity of the cyclone as all temporary structures on the beach-front were removed.
- (f) It is stated that the alleged three storied building being constructed near the Jagannath Temple is, in fact, a part



of a theme park based on Satyajit Roy being constructed to facilitate tourism. The said three storied building is a tourist amenity centre, comprising of a lavatory block on the ground floor, a tourist amenity centre and an archive on Satyajit Ray on the first and second floors.

- (g) I state that the alleged one-storied small building being constructed on the same stretch is a food court run by Self Help Groups, being constructed to cater to the tourists.
- (h) I state that Solid Waste Management Rules, 2016 are adhered to by the concerned Authority. At present, solid waste is being dumped in an area belonging to DSDA on the Western side of Dhewsagar. Under the guidance of the State Urban Development Authority (SUDA), construction of solid waste management unit as well as collection of segregated waste at source was planned to be undertaken. Accordingly, an expert agency, BITAN was engaged by SUDA for micro planning. The said agency conducted a field enquiry and prepared a micro plan with



regard to quantity of waste generated on a daily basis and the required vehicular and machinery arrangements that are required to be made for the proper functioning. Accordingly, series of awareness programmes in respect of method of collection of waste in accordance with Solid Waste Management Rules, 2016 among different sections of society, such as frontline workers, floating vendors, permanent shop owners, hotel and restaurant staff, bulk waste generator, market committee, aggregator, government and private institutions, school students, bus operators, tour cab association, toto-auto-van association, civic volunteers and coastal guards etc have been organized by the BITAN and the Digha Shankarpur Development Authority jointly. Dustbins of different colours earmarked for different waste have been installed throughout the beach area, markets and populated areas for collection of dry and wet waste separately at source. As per guidelines under Solid Waste Management Rules, 2016, this Authority has taken various steps in order to stop the use of single use plastic and thermocol



throughout the coastal area of Digha by regular campaigning through public address system, holding rallies etc. That pursuant thereto, the Digha Shankarpur Development Authority prepared a plan and estimate for construction of a provisional Solid Waste Management Unit in Mouza Paschim Gadadharpur, situated on the western side of the existing dumping ground. The said plan was to be executed with the funding of SUDA. Accordingly, tender procedure was completed and work orders to that effect were issued. However, such Solid Waste Management Project could not be commenced due to the resistance of the local inhabitants. A different site has already been selected for shifting of the said project on the existing ground. The details of the same have been sent to the SUDA for taking necessary permission from the CRZ Authority. It is also pertinent to mention here that in compliance of Solid Waste Management Rules, 2016, solid waste is being collected from hotels/houses following segregation method.



Copies of the relevant documents are annexed hereto and marked with the letter "R/3" (Copy).

(i) I state that the Digha Sewerage Treatment Plant (STP) was constructed by the Public Health Engineering Department, Government of West Bengal (hereinafter referred to as PHE Department) with the financial support rendered by the World Bank. The said STP is also maintained by the PHE Department. The project is running properly but due to addition of extended planning area along with numerous hotels, the whole system is required to be modified and upgraded thoroughly.

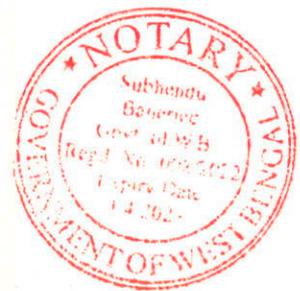
(j) I state that the PHE Department has redesigned the plan at the behest of the DSDA. The DSDA has approved financial sanction to the tune of Rs. 2,34,82,071.00 /- in favour of PHE Department for upgradation of the said project on urgent basis.

A copy of the relevant document showing financial sanction granted by the DSDA in this respect is annexed hereto and marked with the letter "R/4".



I state that policy of Ground Water Extraction is maintained by the PHE Department. It is also stated the DSDA will take necessary steps for promotion of rain water harvesting among the hotels situated in areas under the administrative control of the Authority.

- (k) I state that the DSDA had previously taken steps to restrict the rampant use of single-use plastic and thermocol in Digha. Digha had become plastic-free in the year 2016 as a result of strict vigil and seizures by the concerned authorities. At present, Digha is a plastic carry bag and thermocol free zone. The DSDA has undertaken various programmes such as holding rallies, making posters to make people aware and for prohibiting use of plastic, carrying out search and seizure from shops, among others, under the guidance of State Urban Development Agency (SUDA). However, plastic items such as wrappers etc. carried by tourists are often disposed of hither and thither. The DSDA has, in order to curb such rampant disposal of plastic, installed coloured bins at regular intervals which are to be used as dustbin or

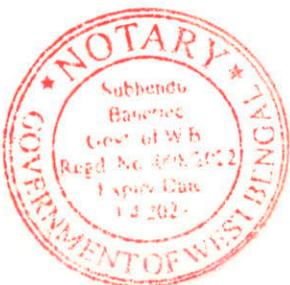


disposal of such plastic waste. Also, daily collection of waste is carried out by the DSDA as per regular mechanism.

- (1) I state that contrary to what has been sought to be agitated in the instant Original Application, the DSDA, through continuous monitoring, is doing its best to protect the green cover of the region. Afforestation programmes are carried on every year. As a matter of fact, over the span of last ten years, more than 1 lakh Jhau and Akashmani trees have been planted.

All other allegations contrary thereto and/or inconsistent therewith are denied.

6. Under such facts and circumstances as stated hereinabove, the contentions of the applicant as sought to be agitated against the Digha Shankarpur Development Authority is the instant Original Application is not maintainable and sustainable in law.



7. That it is therefore most humbly prayed that this Hon'ble Tribunal may pass such Order/Orders as it deems fit and proper in the interest of justice and fair play.

Manas Kumar Mandal.

DEPONENT

Identified by me

Soumya Mukherjee

Advocate

For The Digha Shankarpur Development Authority



VERIFICATION

Verified at Kolkata by the deponent above named on this ___ day of February, 2023 and state that the statements made in paragraphs 1 to 3 are true to my knowledge, those made in paragraphs 4 and 5 are true to the information derived from the records of the case which I verily believe to be true and those made in paragraph 6 and the rest are my respectful submissions before this Hon'ble Tribunal.

Manas Kumar Mandal.

DEPONENT

Identified by me

Sourya Mukherjee

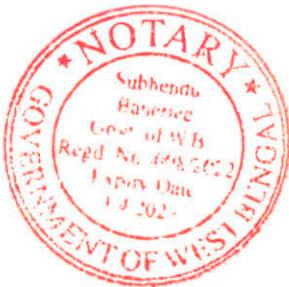
Advocate

For The Digha Shankarpur Development Authority

Entrollment No. F/619/512/2020.

Solemnly Affirmed and
Declared before me U/S 139
CPC, U/S 297 (C) Lr. P. C

Banerjee
Notary 03.2.23



SUBHENDU BANERJEE
Notary, Govt. of W.B.
Regd. No.-008/2022
Advocate, High Court, Calcutta

03 FEB 2023

Registered No. WB/SC-247

No. WB(Part-1)/2010/SAR-300

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Kolkata **Gazette**

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THURSDAY, JUNE 10, 2010

[SAKA 1932

PART I—Orders and Notifications by the Governor of West Bengal, the High Court, Government Treasury, etc.

DIGHA SANKARPUR DEVELOPMENT AUTHORITY

P.O. - Digha, Dist.- Purba Medinipur
Pin - 721428

Memo No. 952

Digha, the 1st April, 2010.

PUBLIC NOTIFICATION

In pursuance of provisions contained under section 38(1) of the West Bengal Town & Country (Planning and Development) Act, 1979 it is hereby notified for information of all concerned that the Land Use and Development Control Plan for the entire Planning Area (comprising 42 nos. of Mouzas) under Digha Development Authority [Nomenclature of which has been revised to Digha Sankarpur Development Authority under Notification No. 5319-T&CP/C-2/IP-5/2003 dated 24/09/2003 of Urban Development (Town & Country Planning) Department, Government of West Bengal] has been prepared by the Authority and the same may be inspected at the following office/places from 11.00 A.M. to 4.00 P.M. on any working day following the publication of the Notification. The said Land Use and Development Control Plan has been approved under section 37(1) of the West Bengal Town & Country (Planning and Development) Act, 1979 by the State Government in Urban Development (Town & Country Planning) Department, Government of West Bengal vide memo no. 989-T&CP/2M-1/96 dated 20/03/2001.

Office/Place wherein LUDCP may be inspected

1. Office of the Digha Sankarpur Development Authority at Old Digha, Purba Medinipur.
2. Office of the Land Use Planning Cell of the Urban Development (Town & Country Planning) Department, Nagarayan, DF-8, Sector-1, Salt Lake, Kolkata - 700 064.

S. K. MANDAL,

*Executive Officer, Digha Sankarpur Development Authority &
Special Officer, Urban Development (Town & Country Planning) Department*

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WEDNESDAY, APRIL 1, 2015

[SAKA 1936

PART I—Orders and Notifications by the Governor of West Bengal, the High Court, Government Treasury, etc.

DIGHA SANKARPUR DEVELOPMENT AUTHORITY

E.O.— Digha, Dist – Purba Medinipur

Phn – 721428

Memo No. 1712/XXX-49/DSDA/2015

Dated, Digha, the 20th March, 2015.

PUBLIC NOTIFICATION

In pursuance of provisions contained under section 38 of the West Bengal Town & Country (Planning and Development) Act, 1979 it is hereby notified for information of all concerned that the amended Land Use and Development Control Plan for part Planning Area (comprising 42 nos. of Mouzas) under Digha Sankarpur Development Authority has been prepared by the Authority and the same may be inspected at the following office/places from 11.00 A.M. to 4.00 P.M. on any working day following the publication of the Notification. The said amended Land Use and Development Control Plan has been approved under section 37 of the West Bengal Town & Country (Planning and Development) Act, 1979 by the State Government in Urban Development Department (Town & Country Planning Branch), Government of West Bengal vide memo no. 581-T&CP/C-2/1S-01/2012 dated 17.03.2015.

Office/Place wherein LUDCP may be inspected

1. Office of the Digha Sankarpur Development Authority at Old Digha, Purba Medinipur.
2. Office of the Urban Development Department (Town & Country Planning Branch), Nagarayan, DF-8, Sector-I, Salt Lake, Kolkata-700 064.

SUJAN DUTTA

Executive Officer

*Digha Sankarpur Development Authority
& Spl. Officer, Urban Dev. (T&CP) Deptt.*

DIGHA SANKARPUR DEVELOPMENT AUTHORITY
P.O. NEW DIGHA, DIST-PURBA MEDINIPUR
PIN :: 721463

Phone No. 03220-266001,
Fax No. 03220-266273
E-mail ID: eodsd@gmail.com

Memo, No. 1089 /XXX - 41 /DSDA/2022

Dated, Digha, the 29th Sept, 2022

From : The Executive Officer,
Digha Sankarpur Development Authority
& Spl. Officer, U.D.&M.A. Deptt.
Digha :: Purba Medinipur.

To : Prof. Saikat Kumar Paul,
Associate Professor,
Department of Architecture & Regional Planning,
IIT Kharagpur, Kharagpur.

Sub : Issuance of Revised Work Order for Long Term Master Plan for sustainable development of Digha and important Coastal Belt(DSDA Planning area).

Ref : Your letter dated 22nd September, 2021 & email dated 07.06.2022 & Letter of UD&MA Deptt vide no. 1718-T&CP/C-2/2C-15/2021 dated 24.08.2022

Sir,

With reference to the above, I am directed to inform that for the purpose of preparation of Long Term Master Plan for sustainable development of Digha and important Coastal Belt (DSDA Planning area), Department of Architecture & Regional Planning, IIT Kharagpur, Kharagpur and Department of Ocean Engg and Naval Architecture, IIT Kharagpur and Centre for Oceans, Rivers, Atmosphere and Land Sciences (CORAL), IIT Kharagpur jointly are being engaged as consultant by this Department as per the concurrence of Finance Department - Group R vide UO NO: Group R/2021-2022/0169, UO Date: 01/12/2021 with the following revised payment schedule, terms and conditions as mentioned herein under,-

A. SCOPE OF WORK

The scope of work is as follows:

Task	Work Details	Remarks
1.	Conducting different types of Surveys (Land Use, Ownership, eco sensitivity)	Necessary information will be provided from the concerned Govt. Offices/ Department on request.
2.	Digitization of base map from mouza maps, toposheet, satellite and other incidental data (along with drone survey data). Preparation of the Base Map with delineation of area of eco sensitive zones showing Physiographic Features, Land	DSDA shall provide the GIS mouza maps (geo referenced) and land use map and bathymetry data. The Satellite maps shall be prepared from high resolution satellite data. Both CRZ regulation 2011 and

	Use Surveys in detail (land ownership and other related surveys), Road Network, all kind of existing infrastructure and CRZ lines, etc. Updation of Land Use Map and Registrar (LUMR).	2019 may be considered
3	To ensure community participation 'Stakeholders Meeting' shall be conducted by IIT Kharagpur and shall be facilitated by DSDA;	Dissemination at Gram Panchyat level and participatory meeting with all kind of fishing and folk community.
4	Detailed socioeconomic survey - IIT Kharagpur shall facilitate the process by providing guidelines for data requirements and format of the questionnaire and DSDA shall facilitate the execution of this survey.	The cost of appointing agencies if any will be borne by IIT Kharagpur. All raw data and documents may be submitted to DSDA.
5	Study the cyclone-tide-current impact along the shore above the high tide line with the strongest and moderate cyclone case.	Preparatory action against any Disaster and guideline for disaster management may be suggested.
6	<ul style="list-style-type: none"> • Characterization of physical vulnerability of various locations along the coast. • Identification of accretion and erosion regions along the coast. • Identification of soft and hard measures to prevent coastal erosion in this region. • Calculation of water flux during strongest and moderate cyclone case with different angle of attack for drainage back to the sea. 	Required projects to be identified w.r.t. the thrust areas. Phasing of different activities may be identified.
7	Mathematical model development to identify and suggest suitable coastal structures (offshore or near shore) to alleviate flooding, coastal erosion and cyclone inundation events.	Hard measures for Shoreline protection may be suggested (only locations and type of measure).
8	Preparation of Existing Status Report - 'Draft Existing Status Report' shall be submitted by IIT Kharagpur after field visit, survey & data analysis which shall include themes such as Demography, Demarcation of the development area, Land Utilization, Economy & Infrastructure, Vulnerability of Coastal Communities and Physical Infrastructure, Ecology & Environment, Urban Design, Tourism etc. The Final Status Report shall incorporate comments and	Separate project areas (shall not include any details thereof) may be identified under several Govt. Central Govt. Developmental schemes.

	observations of UDMA & DSDA planners.	
9	Preparation of Master Plan Proposal Report for a plan period of 10 years - The Master Plan shall analyze the coastal vulnerability of this region based on demographic data, socioeconomic statistics, economic issues and other relevant factors to project growth scenarios and spatial distribution and propose solutions related to urban infrastructure that shall mitigate the existing gap in quantity and quality of infrastructure and also meet future projected demands. Land allocation and zoning of the planning area shall be proposed to ensure adequate land availability for both present and future needs of the residents so as to mitigate coastal storm surge and flood hazard in the coastal stretch including a conservation plan regarding ecology & environment of Digha - Shankarpur Planning Area (DSPA). The Final 'Development Proposal Report' shall be submitted incorporating comments and observations of DSDA planners on the 'Draft Master Plan Report'.	<ul style="list-style-type: none">•The master plan may include the Tourism prospect of DSDA, prospect of MSME, cottage industry or any fishing products.•The master plan may provide necessary recommendations and Guidelines for "sustainable and resilient Digha including Shoreline management plan of DSDA".•Suggestions on existing schemes(Mid term plan/ drainage sewerage scheme etc.) and projects of DSDA including Banglar Bari. Details of all the ongoing and proposed projects shall be provided by DSDA•The proposed building bye law may incorporate entire Do's & Don't guidelines of CRZ zones.•The Master plan may have the suggestion on the sustainable guidelines/ building materials/ construction technologies.•Suggestion on usage of sustainable infrastructure/ material to be use.•The socio-economic planning approach may indicate alternative livelihood and sustainable community development•The process of CRZ approval of the Master Plan from the competent authority shall be inclusive of responsibility of the consultant.

B. PLANNING AREA

Planning Area Digha-Shankarpur Planning area shall include (51 nos or 42) as annexed ("drawings of Udaypur is required) with 17220.04 acres of land area including Udaypur, Digha, Shankarpur, Mandarmoni and Tajpur area as detailed below:-

C. DELIVERABLES AND PAYMENT TERMS:

Stage	Deliverables	Time	Payment Schedule
	On award of the project (i.e. advance)		Rs. 9,17,000/- (10% of the project estimate on award of project)
Stage I	Preliminary report based on existing scenario, immediate action to be taken.	On or before 3 months of project starting i.e. the issuance of this Work Order.	Rs. 36,68,000/- (40% of Project Estimate)
Stage II	Inception report based on survey and data collection. Conducting necessary surveys (manual & drone survey of the densely inhabited coastal tract of Udaypur, Digha, Shankarpur and Mandarmani). Conduction Stakeholder participatory meeting and necessary dissemination at the grassroot level.	On or before 9 months project starting	Rs. 13,75,500/- (15% of Project Estimate)
Stage III	Map Digitisation and Land use Updating. Draft LUDCP and suggestion on shoreline protection measures. Public validation as per act and rule (to be carried out by DSDA and communicate the outcome of the validation to IIT Kharagpur to be incorporated)	On or before 1 yr 3 months of project starting	Rs. 13,75,500/- (15% of Project Estimate)
Stage IV	Incorporation of views/suggestion in Final LUDCP. Identification of projects for shore line protection.	On or before 1 yr 6 months of project starting	Rs. 9,17,000/- (10% of Project Estimate)
Stage V	Final Master plan of suggested coastal protection measures based on simulation results (not inclusive of any detailed engineering or design or specification or cost estimation or contract document of the embankments or retaining walls or any other physical infrastructure in this region). CRZ approval of the Master Plan at WBSCZMA.	On or before 2 yrs of project starting	Rs. 9,17,000/- (10% of Project Estimate)
Total Project Cost			91,70,000/-

D. SUBMISSION OF THE REPORT/MAPS and PRESENTATION

- * 4 (four) copies of the draft reports and drawings will be submitted at stages 2, both in hard and soft copies; 6 (six) nos. of copies of the reports, etc will be submitted at stages 3, 4 and 5 both in hard and soft copies.

- Soft Copy of the entire report and maps in editable format (Microsoft word/excel/ Auto Cad and GIS drawings and maps) in CD (02Nos. of sets)
- Raw data collected manually/ drone survey etc. shall be submitted to UD&MA Deptt.
- Satellite data purchased and used for this project will be paid for IIT Kharagpur and UD & MA Deptt./DSDA will be the custodian of the data.
- 6 Presentations will be given by IIT Kharagpur cost of which will be borne by (the consultant) and cost of further presentations if required shall be borne by the client including travel, logistics etc.
- All the reports/maps after completion at each stage shall be submitted to the UD&MA Deptt. for checking. The Concerned Committees will examine. After incorporation of suggestive changes, the final reports/maps in hard and soft copies shall be submitted to the DSDA & UD & MA Deptt.
Based on the suggestion by the concerned Committee, the payment will be released. The CRZ approval of the projects will also be a part of responsibility of the Consultant.

E. SUPPORT FROM THE UD&MA DEPTT. & DSDA

DSDA shall provide: -

- a) Data and maps including undertakings to procure satellite and other related data, required to carry out this study;
- b) Logistics arrangements and local support for data collection will be facilitated by DSDA for the IIT Kharagpur team. Food, lodging and transport charges will be borne by the consultant.
- c) All existing Master Plan (LUDCP, Interim LUDCP) and the Short term Interim Master Plan will be shared by UD&MA Deptt.

F. TIME FRAME AND CONSULTANCY FEE:

Based on the invitation of UDMA and DSDA, to submit Expression of Interest, which was submitted by IIT Kharagpur on 22nd September, 2021, the total consultancy fee of Rs. 91,70,000/- (Ninety one lakh seventy thousand only+ GST and taxes as applicable) and shall be paid to the Indian Institute of Technology, Kharagpur, for carrying out all the task and submission of all the deliverables on time and conducting all necessary Survey, Travel, Preparation of the Report, Reproduction & Stationary and Consultancy Charges including any other contingency charges. The payment will be made after submission of the requisite deliverables with the satisfaction of the appropriate Authority and approval of the concerned committee as per the given time line and stages for payment.

Note

- Presentation will be given by the Consultant at their own arrangements and cost, in the place as decided & duly communicated by the UD&MA Deptt. (6 Presentations will be given by IIT Kharagpur cost of which will be borne by (the consultant) and the cost and arrangements of further presentations if required shall be borne by the UD&MA Deptt.)
- The time frame for the initiation of the project will start on the date of issuance of this Work Order and only on receipt of the project advance.
- As per the timeline of the project, all the reports may be submitted via email at email id- codsda@gmail.com & planning.udma@gmail.com. After necessary checking and discussion, final hard copy report may be submitted.
- The consultant shall provide necessary support in preparation of concerned RFP of the identified projects in the Master Plan.
- The consultant shall complete work stage wise within the stipulated time.

- Stagewise progress of the work by IIT Kharagpur will be subject to timely release of project funds.
- The payment will be made against the proper invoice (received in soft and hard copy).
- A prior notice of 10 days shall be given to IIT Kharagpur before any meeting for their timely availability based on mutual convenience of both parties.

G. SETTLEMENT OF DISPUTES AND ARBITRATION

In the event of any dispute or difference of opinion arises out of or in connection with this Letter of Award, all efforts shall be made by the parties for an amicable settlement. In case parties fail to resolve the dispute amicably, the matter may be referred for settlement through Arbitration. All disputes shall be submitted for arbitration in accordance with the applicable provisions of the Indian Arbitration and Conciliation Act, 1996.

Each Party shall have the right to appoint one (1) arbitrator respectively, and the third arbitrator shall be designated by the two arbitrators so appointed. The arbitration award shall be final, conclusive and binding on the Parties. Each party shall bear its own costs & expenses of arbitration and the cost/expenses of the third arbitrator shall be split between the two parties. The place of arbitration shall be any place mutually agreeable by the parties and the language of arbitration shall be English.

1. Time of Completion

The work shall be completed within 2 years from the date of signing the contract agreement or extended, based on ground realities, cordially and mutually agreed upon by the client and the consultant.

Project completion and progress of the work by IIT Kharagpur will be subject to timely release of project funds by the client during the intermediate stages. IIT Kharagpur shall not be held responsible for any delay in work arising out of such a situation and the timeline of the project would be extended to accommodate such delays.

2. Force Majeure

Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country.

A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

No Breach of Work order: The failure of a party to fulfill any of its obligations under the Work order shall not be considered to be a breach of, or default under this Work order insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:

I. has informed the other party as soon as possible about the occurrence of such an event; and

II. the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Work order.

3. Payments:

During the period of their inability to perform the Services as a result of an event of Force Majeure, since the work will be suspended during the period of inability to perform as a result of Force Majeure, the payment to the Agency will also stand suspended till it is restored or work is resumed by the Agency. However, the Agency shall be entitled to continue to be paid under the terms of this Work order, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.

Progress of the work by IIT Kharagpur will be subject to timely release of project funds by the client during the intermediate stages. IIT Kharagpur shall not be held responsible for any delay in work arising out of such a situation and the timeline of the project would be extended to accommodate such delays.

4. Obligations of the client

1. Assistance and Exemptions: the Client will use its best efforts to ensure that the Government will provide the Agency with work permits and such other documents as necessary to enable the Agency to perform the Services.

We confirm acceptance of above Letter of Intent.

In this regard, you are requested to kindly made an arrangement to execute an agreement upon the non judicial stamp paper worth Rs. 100/-.

Yours faithfully,


Executive Officer

Digha Sankarpur Development Authority
& Spl. Officer, U.D. & M.A. Deptt.

Memo. No. 1089 / KKA- 41 / DSDA / 2022

Dated, Digha, the 29th Sept, 2022

Copy forwarded for information to :-

- 1) The Hon'ble Chairman, DSDA & District Magistrate, Purba Medinipur, Tamluk
- 2) The Special Secretary, U.D. & M.A. Deptt., Nagarayan, DF-08, Sector-I, Kol - 64.
- 3) The Additional Secretary, U.D. & M.A. Deptt., Nagarayan, DF-08, Sector-I, Kol - 64.
- 4) The Chief Town Planner, U.D. & M.A. Deptt., Nagarayan, DF-08, Sector-I, Kol - 64.
- 5) The Associate Town Planner, U.D. & M.A. Deptt., Nagarayan, DF-08, Sector-I, Kol - 64.


Executive Officer

Digha Sankarpur Development Authority
& Spl. Officer, U.D. & M.A. Deptt.

Mouza List of existing Planning Area of DSDA

Sl. No.	Name of Mouza	P.L. No.	Name of Police Station	Total area of Mouza
DIGHA				
1	Padima	76	Digha	332.23 acres
2	Duttapur	77	Digha	114.46 acres
3	Paschim Gadadharpur	78	Digha	850.21 acres
4	Bhagibranhapur	79	Digha	96.64 acres
5	Champaboni	80	Digha	123.32 acres
6	Palsandapur	81	Digha	83.71 acres
7	Ratanpur	82	Digha	90.42 acres
8	Jaimati	83	Digha	170.63 acres
9	Bilamura	85	Digha	218.10 acres
10	Khadaigobra	86	Digha	533.78 acres
11	Jagadispur	87	Digha	145.56 acres
12	Gherai	88	Digha	339.53 acres
13	Gobindabasan	89	Digha	133.00 acres
TOTAL				3231.99 acres
SANKARPUR				
14	Somalbasan	90	Digha	85.42 acres
15	Gangadharpur	91	Digha	173.38 acres
16	Atli	92	Digha	94.84 acres
17	Jagarbasan	93	Digha	42.62 acres
18	Maitrapur	94	Digha	297.30 acres
19	Marapur	95	Digha	22.85 acres
20	Jhangeria	207	Ramnagar	223.09 acres
21	Purba Mukukndapur	211	Digha	872.41 acres
22	Bagunadiha	212	Digha	316.33 acres
23	Digha	213	Digha	230.00 acres
24	Chhotobalarampur	214	Digha	42.08 acres
25	Raipur	215	Digha	98.93 acres
26	Jhawa	216	Digha	19.62 acres
27	Kiyageria	217	Ramnagar	38.10 acres
28	Jamrashtyampur	218	Ramnagar	138.75 acres
29	Lachhimpur	219	Ramnagar	128.51 acres
30	Daibaidya	220	Ramnagar	105.69 acres
31	Ranchadaria	221	Ramnagar	77.69 acres
32	Dakshin Balarampur	222	Ramnagar	145.96 acres
33	Nilpin	223	Ramnagar	85.50 acres
34	Sankarpur	224	Ramnagar	126.90 acres
35	Purba Barampur	225	Ramnagar	62.43 acres
36	Radshapur	228	Ramnagar	280.90 acres
37	Bodhra	234	Ramnagar	306.57 acres
38	Tengrahari	235	Ramnagar	248.26 acres
39	Katma	236	Ramnagar	129.02 acres

40	Chandpur	237	Ramnagar	884.72	acres
41	Bherichauli	239	Ramnagar	92.29	acres
42	Jaldha	242	Ramnagar	630.47	acres
				TOTAL:	5,520.63 acres

MANDARMONI

Sl. No.	Name of Mouza	J.L. No.	Name of Police Station	Total area of Mouza	
43	Mandarmoni	245	Ramnagar	553.10	acres
44	Silampur	246	Ramnagar	1,824.33	acres
45	Sonamui	282	Ramnagar	923.00	acres
46	Dadanpatrabar	284	Ramnagar	813.80	acres
47	Mania	285	Ramnagar	137.48	acres
48	Dakshin Purusattampur	286	Ramnagar	2,554.56	acres
				TOTAL:	6,826.27 acres

TAPUR

49	Tapur	244	Ramnagar	1,130.72	acres
50	Khirpal	238	Ramnagar	223.36	acres
51	Berachana	243	Ramnagar	287.07	acres

Mouza Lit of existing Planning area of DSDA

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11	Jagadispur	87	Digha	145.56 acres
12	Ghersai	88	Digha	339.53 acres
13	Gobindabasan	89	Digha	133.00 acres
TOTAL				3,231.99
SHANKARPUR				
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31	Panchadaria	221	Ramnagar	77.69 acres
32	Dakshin Balarampur	222	Ramnagar	145.96 acres
33	Nilpur	223	Ramnagar	85.50 acres
34	Sankarpur	224	Ramnagar	126.90 acres
35	Purba Birampur	225	Ramnagar	62.43 acres
36	Jashipur	228	Ramnagar	280.90 acres
37	Dodhra	234	Ramnagar	306.57 acres
38	Tangramari	235	Ramnagar	268.26 acres
39	Kaima	236	Ramnagar	129.02 acres

40	Chandpur	237	Ramnagar	384.22	acres
41	Bherichauli	239	Ramnagar	92.29	acres
42	Jaldha	242	Ramnagar	630.47	acres
			TOTAL	5,520.63	acres
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47	Mania	285	Ramnagar	157.48	acres
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	Purusattompur				
			TOTAL	6,826.27	acres
			TAJPUR		
49	Tajpur	244	Ramnagar	1,130.72	acres
50	Khirpal	238	Ramnagar	223.36	acres
51	Berachana	243	Ramnagar	287.07	acres

GOVERNMENT OF WEST BENGAL
Urban Development & Municipal Affairs Department
Town & Country Planning Branch
"Nagarayan" DF-8, Sector-I, Bidhannagar, Kolkata-700 064

No. : 2333- T&CP/C-2/2C-15/2021

Date: 19.12.2022

NOTIFICATION

A District Level Committee is hereby constituted with following officials for supervision and monitoring of the progress of the preparation of Digha Master Plan.

This committee will review the progress of the work at least once in a month and may provide necessary guidance, suggestion and observation on reports/submissions and to sort out local issues and to ensure optimum level of co-ordination among different functionaries, as may be needed.

01.	The District Magistrate, Purba Medinipur	Chairperson
02.	The Divisional Forest Officer, Purba Medinipur Forest Division under West Bengal Forest Department	Member
03.	Executive Engineer, Irrigation and Waterways department - Contai Division	Member
04.	The authorized representative, WBPCB and Environment Department	Member
05.	Additional Project Director, IESWM & ICZM.	Member
06.	The Superintending Engineer / Executive Engineer (s) of Public Health Engineering Department, Tamaluk Division	Member
07.	The Superintending Engineer / Executive Engineer (s) of Public Works Department, Tamaluk Division	Member
08.	Asst. Director of Fisheries (Marine), Contai	Member
09.	Chief Town Planner, Urban Development & Municipal Affairs Department.	Member
10.	Smt. Sandhyatara Saha, Associate Town Planner, Urban Development & Municipal Affairs Department.	Member
11.	Prof. Saikat Kumar Paul, Associate Professor, Architecture and Regional Planning Department, I.I.T. Kharagpur	Member
12.	Executive Officer, Digha Sankarpur Development Authority.	Member- Convenor.

Sd/-

Principal Secretary to the
Government of West Bengal

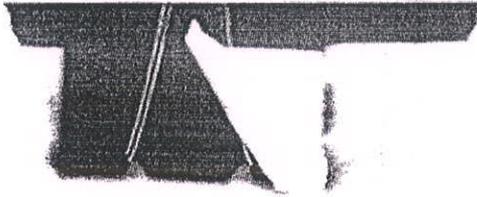
No. : 2333/1 - T&CP/C-2/2C-15/2021

Date : 19.11.2022

Copy forwarded for favour of information and taking necessary action to :-

1. The Addl. Chief Secretary, Public Works Department, Govt. of West Bengal.
2. The Addl. Chief Secretary, Fisheries Department, Govt. of West Bengal.
3. The Principal Secretary, Environment Department, Govt. of West Bengal.
4. The Principal Secretary, Forest Department, Govt. of West Bengal.
5. The Principal Secretary, Irrigation & Waterways Department, Govt. of West Bengal.
6. The Principal Secretary, Public Health Engineering Department, Govt. of West Bengal.
7. The Project Director, IESWM & ICZM.
8. The District Magistrate, Purba Medinipur
9. The Executive Officer, Digha Sankarpur Development Authority (DSDA).
10. The Chief Town Planner, Urban Development & Municipal Affairs Department, Govt. of West Bengal.
11. Smt. Sandhyaara Saha, Associate Town Planner, Urban Development & Municipal Affairs Department, Govt. of West Bengal.
12. The P.A. to the Hon'ble Minister-of-State (Independent Charge), Urban Development & Municipal Affairs Department, Govt. of West Bengal.
13. The P.S. to the Principal Secretary, Urban Development & Municipal Affairs Department, Govt. of West Bengal.


Addl. Secretary to the
Government of West Bengal



A/5

WIN Advisory Services Limited
Company (ICICI) West Bengal Infrastructure
Development Corporation Limited
No. 284/202/WB/1995 P.O. 175980

Dated : 04-11-2016

IWIN/DSG/16-17/206

Executive Officer
Digha Shankarpur Development Authority
Digha, District : Purba Medinipur
West Bengal

**Sub : Preparation of an Integrated Beachfront Area Development Plan for
Digha - Shankarpur in West Bengal ;
Submission of Revised proposal for Phase - 2 of Beachfront Vendor
Rehabilitation and associated works at New Digha**

Dear Sir,

This is with reference to Phase - 2 of Integrated Beachfront Vendor Rehabilitation and associated works at New Digha.

Vide our letter no. IWIN/DSG/16-17/157 dated 21-09-2016 we have submitted the revised proposal of Phase - 2. Based on the said revised submission, detailed discussions were held at Digha on 28-09-2016 in the presence of officers of DSDA and IESWM. Further discussions were held at IESWM on 20-10-2016.

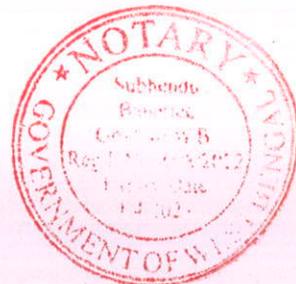
Keeping in view, the observations of the aforesaid discussions, we have further revised the proposal for Phase - 2 and are submitting the same along with the estimate and drawings. As discussed, we are also submitting the Elevation drawings in view mode.

This is for your kind information and necessary action.

Thanking you,

Yours faithfully,


Tarun Kanti Das
Executive Director



Encl. : As above

C.C. : Project Director, SPMU, ICZMP, IESWM, Kolkata

DIGHA-SHANKARPUR INTEGRATED BEACHFRONT AREA DEVELOPMENT PLAN

ALTERNATIVE PLAN PROPOSAL

PREPARED BY:
IWIN ADVISORY SERVICES LIMITED



CLIENT AGENCY:
DIGHA-SHANKARPUR DEVELOPMENT AUTHORITY

SUBMITTED TO:
PROJECT MANAGEMENT UNIT, INSTITUTE OF
ENVIRONMENTAL STUDIES & WETLAND MANAGEMENT



FINANCED BY:
THE WORLD BANK



REPORT NO. IWIN-SL/12-13/DR/RO/033

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1. Digha Shankarpur- A Brief Profile

Digha beach along with the other three beaches namely Shankarpur, Mandarmani and Tajpur constitutes the most popular beach destinations of West Bengal. Tourism is the most important sector for Digha Shankarpur area.

1.1. Tourism Resources in the area

1.1.1. Digha Beaches

The sea beach is the main tourism resource of the area. There are around fourteen approaches to the sea in Digha Area. The beaches, for obvious reasons, have gain popularity along these approaches only. The links/ approaches are as follows:

Table 1.1.1. Beaches in Digha

Sl. No.	Area	Approach Road to Beach
1.	Old Digha	i. Sea Hawk Beach
2.		ii. Sea Hawk Beach
3.		iii. Ghat No. 1
4.		iv. Ghat No. 2
5.		v. Apara/Red Colony Beach
6.	Between Old Digha and New Digha	i. Jagannath Mandir Ghat
7.		ii. Hospital Ghat
8.		iii. Larica Ghat
9.		iv. Railway Station Ghat
10.		v. Shankhachil Ghat
11.	New Digha	i. Shankhachil
12.		ii. Police Holiday Home
13.	Between New Digha and Udaypur	iii. Jatra Nala/ Malty Ghat
14.	Digha Udaypur	iv. Udaypur Beach

1. Digha Shankarpur-A Brief Profile

Digha beach alongwith the other three Beaches namely Shankarpur Mandarmani and Tajpur constitutes the most popular beach destinations of West Bengal Tourism is the most important sector for Digha Shankarpur area.

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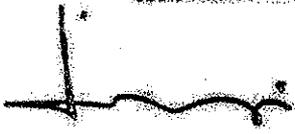
Table 1.1.1 Beaches in Digha

Sl. No.	Area	Approach road to Beach
1	Old Digha	i. Barriser Colony Beach
2		ii. Sea hawk Beach
3		iii. Ghat No. 2
4		iv. Ghat No. 2
5		v. Aprajita Cottage Approach Road
6	Between old Digha and New Digha	i. Jagannath Mandir Ghat
7		ii. Hospital Ghat
8		iii. Larica Ghat
9		iv. Railway Station Ghat
10		v. Shankachil Ghat
11	New Digha	1. Kshanika
12		ii. Police Holiday Home
13	Between new Digha and Udaypur	Jatgra nala/ Maity Ghat
14	Digha Border	Udaypur Beach

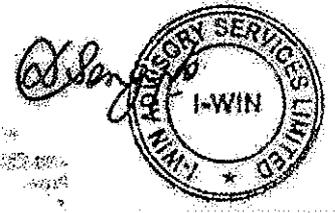
APPENDIX F - SERVICES AND FACILITIES PROVIDED BY THE CLIENT

Data, services and facilities to be provided by the client:

1. The SPMU (in collaboration with DSDA, PHED, FDC and ZSI and other relevant government departments) would provide all available data and information (refer paragraph 5-9 of these terms of reference) that would be relevant to this current assignment. Note that Consultants will be responsible for any needed translation of documents and processing of data. SPMU/DSDA will also provide all necessary and reasonable support to Consultant in collecting secondary data, such as issuing authorization letters. The DSDA will designate an officer to act as the main liaison officer and participate in the assignment. The SPMU along with the DSDA will help Consultants to identify contacts and stakeholders in the project area and facilitate consultation with them.
2. The SPMU through the DSDA may depute a team of professionals (client's organization professionals) to work with Consultants' team, within the overall administrative control of the Consultants' Team Leader.
3. SPMU and DSDA will provide spaces for workshops and meetings, when and if required, at Digha.
4. No other support or facilities will be provided by the Clients. Consultants will be responsible for all transport, accommodation, office spaces of their team in Digha, and for two round trips each for two members of the Consultants' team to Kolkata and/or New Delhi from the Project Site every calendar quarter to take part in progress review meetings. Consultants shall include all such costs in their financial proposal.



Project Director
Integrated Coastal Zone Management Project,
State Project Management Unit, I E S W M,
DD-24, Sector-I, Salt Lake City, Kolkata-700064



CONTRACT NO. ICZMP-WB-D.S.D.A/12A&B/2011-12
CONTRACT FOR PROJECT MANAGEMENT
CONSULTANCY FOR D.S.D.A

For
Procurement of Project Management Consultancy For
D.S.D.A



between

Project Director,
State Project Management Unit,
ICZM Project- West Bengal
Institute of Environmental Studies & Wetland Management
DD-24, Sector-I, Salt Lake City,
Kolkata 700 064

and

I - Win Advisory Services Limited
Kolkata

Dated: 13th March, 2012

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CONTRACT FOR CONSULTANTS' SERVICES

Lump-Sum [For PART A & B as elaborated in TOR]

between

**SPMU, ICZM Project, West Bengal
Institute of Environmental Studies
& Wetland Management
Salt Lake, Kolkata**

and

I-Win Advisory Services Limited, Kolkata

Dated: 13th March 2012



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

L 586035

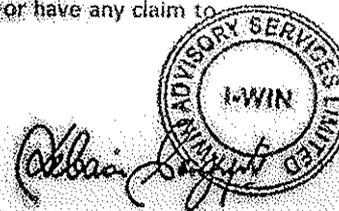
I. FORM OF CONTRACT
 LUMP-SUM (FOR PART A & B AS ELABORATED IN TOR)

This CONTRACT (hereinafter called the "Contract") is made the 13th day of the month of March, 2012, between, on the one hand, State Project Management Unit, Integrated Coastal Zone Management Project, IESWM, West Bengal (hereinafter called the "Client") and, on the other hand, I-Win Advisory Services Limited, Kolkata (hereinafter called the "Consultant").

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received a credit from the International Development Association (hereinafter called the "Association") towards the cost of the Services and intends to apply a portion of the proceeds of this credit to eligible payments under this Contract, it being understood (i) that payments by the Association will be made only at the request of the Client and upon approval by the Association, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the credit, and (iii) that no party other than the Client shall derive any rights from the agreement providing for the credit or have any claim to the credit proceeds;

Project Director
 Integrated Coastal Zone Management Project,
 State Project Management Unit, IESWM,
 DO-24, Sector-I, Salt Lake City, Kolkata-700064



NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices:

Appendix A: Description of Services	_____
Appendix B: Reporting Requirements	_____
Appendix C: Key Personnel and Sub-Consultants	_____
Appendix D: Breakdown of Contract Price in Foreign Currency	<u>Not Used</u>
Appendix E: Breakdown of Contract Price in Local Currency	_____
Appendix F: Services and Facilities Provided by the Client	_____
Appendix G: Form of Advance Payment Guarantee	Not Used

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

For and on behalf of SPMU, ICZM Project, IESWM, West Bengal

[Handwritten Signature]

Project Director, SPMU, ICZMP, IESWM, Kolkata

Project Director

Integrated Coastal Zone Management Project,
State Project Management Unit, I E S W M,
DD-24, Sector-3, Sakinaka City, Kolkata-700064

For and on behalf of I-Win Advisory Services Limited

[Handwritten Signature]

Dr. Debasis Sengupta, Managing Director, I-Win Advisory Services Limited, Kolkata



II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

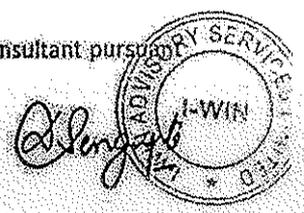
Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.
- (b) "Bank" means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A., or the International Development Association, Washington, D.C., U.S.A.
- (c) "Consultant" means any private or public entity that will provide the Services to the Client under the Contract.
- (d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6.
- (f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) "Foreign Currency" means any currency other than the currency of the Client's country.
- (h) "GC" means these General Conditions of Contract.
- (i) "Government" means the Government of the Client's country.
- (j) "Local Currency" means the currency of the Client's country.
- (k) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.
- (l) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (m) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) "Services" means the work to be performed by the Consultant pursuant

[Handwritten signature]

Project Director

Integrated Coastal Zone Management Project,
State Project Management Unit, I E S M,
DO-24, Sector-1, Salt Lake City, Kolkata-700064



H. General Conditions of Contract Annex II. Lump-Sum Contract

to this Contract, as described in Appendix A hereto.

(p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.

(q) "In writing" means communicated in written form with proof of receipt.

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

1.3 Language This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract 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 to such Party at the address specified in the SC.

1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.5 Location The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

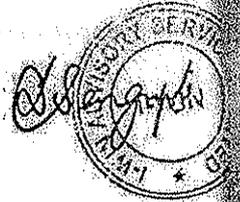
1.6 Authority of Member in Charge In case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

1.7 Authorized Representatives Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

[Handwritten signature]

Project Director

Integrated Coastal Zone Management Project,
State Project Management Unit, I E S W M,
DD-24, Sector-I, Salt Lake City, Kolkata-700064



1.8 Taxes and Duties The Consultant, Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

1.9 Fraud and Corruption If the Client determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and the provisions of Clause 2 shall apply as if such expulsion had been made under Sub-Clause 2.6.1(c).

Should any personnel of the Consultant be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that personnel shall be removed in accordance with Sub-Clause 4.2.

1.9.1 Definitions For the purposes of this Sub-Clause, the terms set forth below are defined as follows:

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or

"Another party" refers to a public official acting in relation to the selection process or contract execution. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

A "party" refers to a public official, the terms "benefit" and "obligation" relate to the selection process or contract execution, and the "act or omission" is intended to influence the selection process or contract execution.

"Parties" refers to participants in the selection process (including public officials) attempting to establish prices at artificial, non-competitive levels.

A "party" refers to a participant in the selection process or contract execution.

Project Director
Integrated Coastal Zone Management Project,
State Project Management Unit, I.C.Z.
DD-24, Sector-1, Salt Lake City, Kolkata-700024



collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Clause 3.8.

1.9.2 Measures to be Taken (vi) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;

(vii) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract;

1.9.3 Commissions and Fees The Client will require the successful Consultants to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.

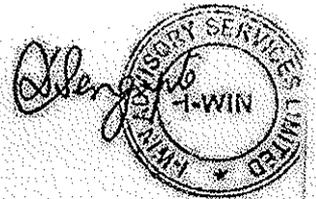
2.2 Commencement of Services The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.3 Expiration of Contract Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.4 Modifications or Variations Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

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Project Director
Integrated Coastal Zone Management Project
State Project Management Unit, I E S W M,
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2.5 Force Majeure

2.5.1 Definition For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time Any period within which a Party shall, pursuant to this Contract, 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.

2.5.4 Payments During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Client The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- (a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt.
- (c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the Client, in its sole discretion and for any reason whatsoever,

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State Project Management Unit, I
DD-24, Sector-1, Salt Lake City, Kolkata



decides to terminate this Contract.

- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the Consultant

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Client shall make the following payments to the Consultant:

- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

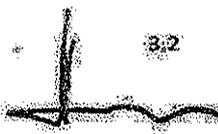
3.1 General

3.1.1 Standard of Performance

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

3.2 Conflict of

The Consultant shall hold the Client's interests paramount, without any



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Interests consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.2.1 Consultants not to Benefit from Commissions, Discounts, etc. The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.

3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

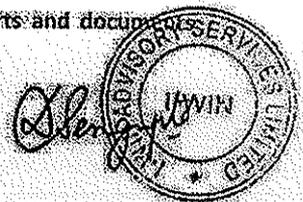
3.4 Insurance to be Taken Out by the Consultant The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant's Actions Requiring Client's Prior Approval The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C, and
- (c) any other action that may be specified in the SC.

3.6 Reporting (a) The Consultant shall submit to the Client the reports and documents:

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Integrated Coastal Zone Manag
State Project Management U
DD-24, Sector-1, Salt Lake City, Kathmandu



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- Obligations** specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
- (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.7 Documents Prepared by the Consultant to be the Property of the Client**
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.
- (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.
- 3.8 Accounting, Inspection and Auditing**
- 3.8.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.
- 3.8.2 The Consultant shall permit, and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures.)

4. CONSULTANT'S PERSONNEL

- 4.1 Description of Personnel** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client.
- 4.2 Removal and/or Replacement of Personnel** (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among

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others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

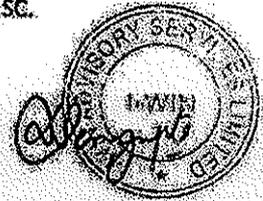
5. OBLIGATIONS OF THE CLIENT

- 5.1 Assistance and Exemptions The Client shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.
- 5.2 Change in the Applicable Law Related to Taxes and Duties If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities The Client shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

- 6.1 Lump-Sum Payment The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.2 Contract Price
 - (a) The price payable in foreign currency/currencies is set forth in the SC.
 - (b) The price payable in local currency is set forth in the SC.

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- 6.3 **Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 **Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Client shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.
- 6.5 **Interest on Delayed Payments** If the Client has delayed payments beyond fifteen (15) days after the due date stated in the Clause SC 6.4, interest shall be paid to the Consultant for each day of delay at the rate stated in the SC.

7. GOOD FAITH

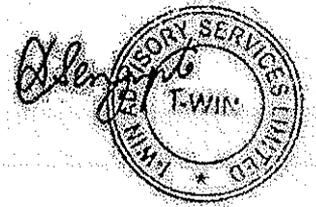
- 7.1 **Good Faith** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8. SETTLEMENT OF DISPUTES

- 8.1 **Amicable Settlement** The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 8.2 **Dispute Resolution** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

Project Director

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State Project Management Unit, I. E. S. W. N,
DD-24, Sector-1, Salt Lake City, Kolkata-700064

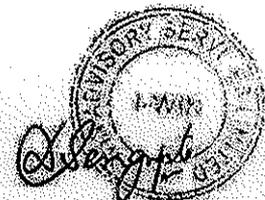


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III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The words "in the Government's country" are amended to read "in India".
1.3	The language is : English
1.4	<p>The addresses are:</p> <p>Client: <u>SPMU, ICZM Project, West Bengal, Institute of Environmental Studies & Wetland Management, DD-24, Sector-I, Salt Lake, Kolkata 700 064</u></p> <p>Attention: <u>Mr. Somenath Bhattacharya, Additional Project Director (Technical)</u></p> <p>Phone No <u>091-33-23341020/ 23340531/ 23340239</u> Facsimile: Fax <u>091-33-23580967E-mail: somc.wetland@gmail.com</u></p> <p>Consultant: <u>I-Win Advisory Services Limited, Shilpangan, S-02, CFB, LB-1, Sector III, Salt Lake City, Kolkata 700 098</u></p> <p>Attention: <u>Poulami Sarkar, Manager, I-Win Advisory Services Limited, Kolkata</u></p> <p>Facsimile: <u>+91 33 23356596</u></p> <p>E-mail: <u>poulami.sarkar@i-win.co.in, poulami@gmail.com</u></p>

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(1.6)	Not Applicable
1.7	The Authorized Representatives are: For the Client: <u>Somenath Bhattacharya, Additional Project Director (Technical)</u> For the Consultant: <u>Poulami Sarkar, Manager, I-Win Advisory Services Limited, Kolkata</u>
1.8 1.8.1	<u>For domestic consultants/personnel and foreign consultants/personnel who are permanent residents in India</u> The consultants and personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed. <u>For Foreign Consultancy firms- Not Applicable</u>
1.8.3	(a) The client shall reimburse Service Tax payable in India as per Applicable Law. The consultant shall register it self for service tax with appropriate authority in India and shall provide the registration number to the client. (b) Tax will be deducted at source as per the prevailing Income Tax Rule.
(2.1)	The Effective Conditions are the following: Date of Signing the contract
2.2	The date for the commencement of Services is <u>in two weeks</u> from the date of contract signing. The consultant shall notify in writing the client on the date of commencement of services.
2.3	The time period shall be <u>Twenty Months</u> or such other period as the parties may agree in writing.
3.4	The risks and the coverage shall be as follows:



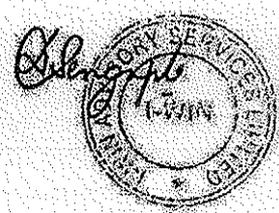
Project Director

Integrated Coastal Zone Management Project,
State Project Management Unit, I E S W M,
DD-24, Sector-1, Salt Lake City, Kolkata-700064



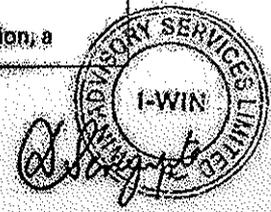
6.4(a)	<p>The accounts are:</p> <p>for foreign currency or currencies: <i>Not Applicable</i></p> <p>for local currency: <i>A/c No.-005010300025337, Axis Bank, Corporate Banking Branch, Shakespeare Sarani Branch, kolkata</i></p> <p>Payments shall be made according to the following schedule:</p> <table border="1" data-bbox="564 526 1321 1305"> <thead> <tr> <th data-bbox="564 526 1002 562">Deliverables</th> <th data-bbox="1002 526 1321 562">Payment Terms</th> </tr> </thead> <tbody> <tr> <td data-bbox="564 562 1002 651">Inception Report (Status of mobilization, Updated Schedule of Delivery, and covering Paragraphs 5 and 12 of these ToR)</td> <td data-bbox="1002 562 1321 651">10% of the Contracted Amount for Parts A and B</td> </tr> <tr> <td data-bbox="564 651 1002 775">Report on Baseline Surveys, Base Map and full documentation of Stakeholder Consultation, covering Paragraphs 14-16 of these ToR</td> <td data-bbox="1002 651 1321 775">20% of the Contracted Amount for Parts A and B</td> </tr> <tr> <td data-bbox="564 775 1002 920">Report on Alternative Plan Proposals and Selection of the Most Suitable Alternative, covering Paragraphs 17-20 of these ToR, and including all finalized Position papers (paragraphs 16-17).</td> <td data-bbox="1002 775 1321 920">10% of the Contracted Amount for Parts A and B</td> </tr> <tr> <td data-bbox="564 920 1002 1010">Final Integrated Beachfront Area Development Plan, covering Paragraphs 21-25 of these ToR</td> <td data-bbox="1002 920 1321 1010">20% of the Contracted Amount for Parts A and B</td> </tr> <tr> <td data-bbox="564 1010 1002 1111">Project Management Plan for implementation of the first phase of the Final Plan covering paragraph 29 of these ToR</td> <td data-bbox="1002 1010 1321 1111">10% of the Contracted Amount for Parts A and B</td> </tr> <tr> <td data-bbox="564 1111 1002 1200">Draft Detailed Designs, Bills of Quantity and Technical Specifications covering paragraph 26-28 of these ToR</td> <td data-bbox="1002 1111 1321 1200">10% of the Contracted Amount for Parts A and B</td> </tr> <tr> <td data-bbox="564 1200 1002 1305">Final Detailed Designs, Bills of Quantity and Technical Specifications covering paragraph 26-28 of these ToR</td> <td data-bbox="1002 1200 1321 1305">20% of the Contracted Amount for Parts A and B</td> </tr> </tbody> </table>	Deliverables	Payment Terms	Inception Report (Status of mobilization, Updated Schedule of Delivery, and covering Paragraphs 5 and 12 of these ToR)	10% of the Contracted Amount for Parts A and B	Report on Baseline Surveys, Base Map and full documentation of Stakeholder Consultation, covering Paragraphs 14-16 of these ToR	20% of the Contracted Amount for Parts A and B	Report on Alternative Plan Proposals and Selection of the Most Suitable Alternative, covering Paragraphs 17-20 of these ToR, and including all finalized Position papers (paragraphs 16-17).	10% of the Contracted Amount for Parts A and B	Final Integrated Beachfront Area Development Plan, covering Paragraphs 21-25 of these ToR	20% of the Contracted Amount for Parts A and B	Project Management Plan for implementation of the first phase of the Final Plan covering paragraph 29 of these ToR	10% of the Contracted Amount for Parts A and B	Draft Detailed Designs, Bills of Quantity and Technical Specifications covering paragraph 26-28 of these ToR	10% of the Contracted Amount for Parts A and B	Final Detailed Designs, Bills of Quantity and Technical Specifications covering paragraph 26-28 of these ToR	20% of the Contracted Amount for Parts A and B
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6.5	<p>Payment shall be made within 45 days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within 60 days in the case of the final payment.</p> <p>The interest rate is: London Inter-Bank On-Lending Rate (LIBOR) plus 2% for foreign currency; and 8 % (Commercial Bank's prime lending rate of interest) for local currency.</p>																
8.2	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p>																

[Signature]
Project Director
 Integrated Coastal Zone Management Project,
 State Project Management Unit, I.C.Z.M.,
 DD-2A, Sector-I, Salt Lake City, Kolkata-700064



	<p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply Institution of Engineers, Kolkata Chapter for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, Institution of Engineers, Kolkata Chapter shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by the Secretary Indian council of Arbitration, New Delhi.</p> <p>(c) If, in a dispute subject to Clause SC 8.2 1.(b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary Indian council of Arbitration, New Delhi to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure</u></p> <p>Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India</p> <p>3. <u>Substitute Arbitrators</u></p> <p>If for any reason an arbitrator is unable to perform his function, a</p>

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 State Project Management Unit, I-C-S-W-M,
 DD-24, Sector-1, Salt Lake City, Kolkata-700064



substitute shall be appointed in the same manner as the original arbitrator.

4 Nationality and Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause SC 8.2.1 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and will be from India

Miscellaneous

In any arbitration proceeding hereunder:

(a) proceedings shall, unless otherwise agreed by the Parties, be held in Kolkata, India.

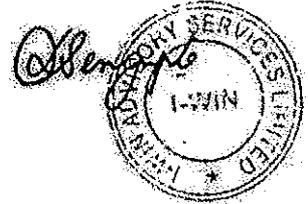
(b) the English language shall be the official language for all purposes; and

(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.



Project Director

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IV. APPENDICES

APPENDIX A - DESCRIPTION OF SERVICES

APPENDIX B - REPORTING REQUIREMENTS

APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS

APPENDIX D - BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

APPENDIX E - BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY



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APPENDIX A - DESCRIPTION OF SERVICES

State Project Management Unit (SPMU), West Bengal Integrated Coastal Zone Management (ICZM) Project

Funded by : The World Bank

Institute of Environmental Studies & Wetland Management

DD-24, Sector-I, Salt Lake City, Kolkata-700 064
Phone No. : (033) 2334 1020/0531/0239, 2337 9240
Fax NO. : 91-33-2358 0967, E-mail : iczmpwb@ieswm.org
Website : www.ieswm.org

TERMS OF REFERENCES FOR

PREPARATION OF AN INTEGRATED BEACHFRONT AREA DEVELOPMENT PLAN FOR DIGHA- SHANKARPUR IN WEST BENGAL AND PROVISION OF SUPERVISION SUPPORT DURING IMPLEMENTATION OF THE PLAN

Background

1. The Government of India has initiated a number of initiatives to reconcile the aims of protection of life and livelihood of coastal communities; conservation of ecological resources in the coastal and marine areas; and, promotion of economic activities that have necessarily to be located in the coastal regions. As one of the different initiatives, the Government of India along with the respective State Governments is implementing a World Bank financed project called the "Integrated Coastal Zone Management Project" (ICZM Project). The Project has specific objectives to support the long-term vision of the Government by (a) building national capacity for implementation of comprehensive coastal management approach in the country, and (b) piloting the integrated coastal zone management approach in the states of Gujarat, Orissa and West Bengal. The National Component of the Project focuses on expanding the institutional capacity and knowledge base needed for integrated management of coastal zones. The State Components include capacity building at the state level, preparation of integrated coastal zone management plans, and a range of complementary local pilot investments. Some of the pilot activities in West Bengal are located on the coastal stretch of Digha-Shankarpur.
2. "Digha-Shankarpur" in West Medinipur District is an area of intensive coastal tourism in West Bengal. The coastal settlement of Digha changed from a small village to a local tourist resort over a period of fifty years as road connections improved and a fleet of transport operations led to significant influx of tourists. This in turn led to unplanned development of hotels, holiday houses and private lodges on the beach. Hawkers and informal markets are now prevalent along the Digha beach. These developments have resulted in unhygienic conditions and poor aesthetics along the beach and increased pollution in the coastal waters due to discharge of untreated waste and sewage from informal markets, hotels, open defecation by floating tourist population and pollution from buses transporting day tourists.

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3. Although Digha beach is being polluted and degraded by unmanaged tourism related activities, these activities also provide livelihood and support the economy of the area. It is important that Digha does not lose its relevance as a tourist destination and economic activities carry on. On the other hand it is necessary that all current and proposed activities in the vicinity of the beach are regulated, planned and managed in ways becoming of the most important tourist destination in West Bengal; to conserve the ecological and environmental resources such as sand dunes, old casurina plantation and other such features on and around the beach; and to significantly reduce the current pollution of the coastal waters.
4. **The study area:** The Digha beach is managed by the DSDA and falls under the Digha-Shankarpur Planning Area (DSP Area). The area lies between latitudes -21°36'50" N and 21°30'00"N and longitudes 87°29'40"E and 87° 37'00" E . The width of the area is variable from 500m to 1km or more from the low tide level and the length is approximately 14km. This area, referred to as the "Digha beachfront" includes the Old Digha, New Digha and Shankarpur beaches.
5. **Current and ongoing activities and studies:** In the above context, DighaShankarpur Development Authority (DSDA) has proposed several interventions at Digha including (A) sewerage and sewage treatment plant for the DSP Area to be implemented by the Public Health Engineering Department; (B) Appropriate and adequate common sanitation facilities in the DSP Area to manage the sanitation needs especially of the tourist population and a phyto-remediation facility to be implemented by DSDA; (C) solid waste management for the entire DSP Area (including cleaning of the beaches) including collection, separation, handling of solid wastes, landfill and vermin-composting to be implemented by DSDA in a public-private partnership mode; (D) storm water drainage for the DSP Area to be implemented by DSDA; (E) rehabilitation of the marine aquarium in Digha by the Zoological Survey of India; (F) a fish auction centre and post-harvest facility at Digha to be implemented by the Fisheries Development Corporation; (G) environmental enhance of the Digha-Shankarpur beach and the beachfront including in-situ rehabilitation and reorganization of the 1480 vendors and kiosks that are currently operating on and around the Digha beach to manage the entire beach stretches in a hygienic, clean and aesthetically pleasing manner - to be implemented by DSDA.
6. For the activities implemented by the PHED, the ZSI and the FDC detailed proposals have been prepared; and the plan is that implementation of each of these activities will start before March 2012.
7. For the activities to be implemented by DSDA, basic data and preliminary plans are already available. The actual scale, scope and schedule of implementation of these activities to be implemented by DSDA will depend on the Integrated Beachfront Area Development Plan, for which this current consultancy assignment is sought.
8. This consultancy assignment is focussed on the activities to be implemented by DSDA (items B, C, D and G described in paragraph above). However the activities to be implemented by DSDA are to be implemented in a manner that activities undertaken by the PHED, ZSI and the FDC are part of the integrated improvements of DSDA Area. For the activities to be implemented by DSDA, the estimated resource allocation is approximately INR 50 crores, where the budget for complementary activities by the PHED, the ZSI and the FDC is approximately another 45 crores.
9. For the activities related to solid waste management, DSDA will retain an agency (in public-private partnership mode) that will be responsible for design, implementation and operation of the entire solid waste management activities. This agency will incorporate the any suggestions for detailed design of relevant elements (such as waste collection bins) located on or near the beaches from the DSDA/Consultants as per the Integrated Beachfront Area Development Plan.

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10. The ICZM Project in West Bengal is implemented by the State Project Management Unit (SPMU) under the Department of Environment, Government of West Bengal in close collaboration with a number of line departments in the Government of West Bengal. For this assignment, other than the SPMU, the important stakeholders are the DSDA, the three Departments of Urban Development, Fisheries and Forests of the Government of West Bengal, the PHED, the and the State Coastal Zone Management Authority (SCZMA). The Integrated Beachfront Area Development Plan should also be acceptable to the local stakeholders - the panchayats, the fisher-persons (especially who are located in Shankarpur), the boat operators, the hotel associations, and the local residents.

Objectives of the Assignment

11. Objectives of this assignment are:

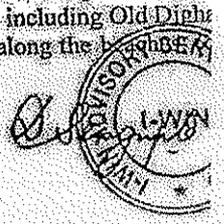
- (i) To prepare a Integrated Beachfront Area Development Plan for the Digha Beachfront. Aim of the Digha-Shankarpur Integrated Beachfront Area Development Plan (DIBAD Plan) will be:
 - i. That the beaches and the surrounding areas are clean, hygienic and pollution of the beach and the coastal water is minimized;
 - ii. That the beaches are aesthetically pleasing, recapture the serenity and values that were lost but can now be recovered;
 - iii. That the beach environment is safe and secure for the tourists and the local communities;
 - iv. That all the approximately 1480 vendors and the kiosks currently operating on and around the beach are reorganized and rehabilitated in-situ such that their continued operation are integral part of a hygienic, pollution-free and aesthetically pleasing beach.
 - v. That the quality and environ of the beaches become comparable to the best in the World.
- (ii) To prepare detailed designs, bill of quantities, cost estimates and technical specifications for works and installations required to implement the Plan (except elements of the Plan that will be implemented in a public-private partnership mode).
- (iii) To provide supervision and quality assurance services for the implementation period (estimated to be a maximum of 18 months) while the Plan is implemented.

Scope of Work

- 12. **PART A: Preparation of Digha-Shankarpur Integrated Beachfront Area Development Plan.** The plan will be prepared to satisfy the objective described above. The following sequential activities are expected to be followed as part of the process of preparation of the integrated development plan.
- 13. **Appraisal of relevant data already available:** Consultants shall collect and appraise all relevant data that is available, such as from DSDA, PHED, State Tourism Development Corporation and the other government departments and agencies. Notable among the sources of existing planning data are the draft master Plan for DSP Area; and the several detailed project reports or preliminary reports that had already been prepared by DSDA and PHED; satellite images, revenue maps and topographic maps. Consultants will carefully appraise and use these.
- 14. **Preparation of a comprehensive Base Map:** The consultant will prepare a comprehensive base map for the plan area by using existing maps provided by SPMU and DSDA. The planning area for the purpose of this assignment should include (a) the entire 14km beach including Old Digha, New Digha and Shankarpur; (b) at least two rows of properties landward along the beach.

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all access roads to the beach up to the first major road junction; (d) all major public transport nodes including all spaces used currently by public and private buses, para-transit modes and private vehicles to park or alight; and (e) any other large open spaces, say equal or larger than 2000 square meter within 1km landward of the beach that can be used for building integrated beach facilities if required. This base map should include the following information based on all relevant secondary data complemented by requisite primary surveys (such as topographic survey), adequate in scale for its eventual use in site planning (say at 1:500).

- i. Site topography including 20 centimeter contour for the entire planning area, slopes along all drainage channels, and spot height of all important physical features; all built structures, building lines and open spaces;
- ii. Existing land use (residential, commercial, institutional, recreational, community use, common property resources, cultural properties including religious sites and shrines, forest and plantations); all ecological resources - sand dunes, dune grasses; forests, plantation and groves; sandy beach areas, intertidal areas and mud flats; and all areas of community fishery uses should be clearly delineated;
- iii. Land ownership, specifically for all land owned and/or vested in individual government agencies; all common or community land; and all common property resources;
- iv. Existing and proposed infrastructure facilities including (i) transportation - roads, lanes, pedestrian pathways, parking places, jetties, bridges and culverts; (ii) water supply - water storage facilities, water treatment facilities, water supply lines, common taps and stand-posts; (iii) natural drainage channels and storm water drains; (iv) current areas of open defecation, sewage lines and drains; sewage treatment plants, phyto-remediation pond, outfalls; common toilets; (v) current areas littered with solid waste, solid waste collection facilities, handling and transportation facilities; (viii) power supply - distribution network, transformers and poles; (ix) telecommunication network; (x) other infrastructure such as gas pipelines, buried cable lines; and (xi) all other sources of soil and water pollution, and all areas of a high degree of soil contamination.
- v. Social and economic infrastructure including: all existing kiosks, temporary and permanent shops, hotels, lodges, guest houses, restaurants and other tourism facilities, health services; banks and post offices; common sanitation facilities such as pay and use toilets; and all other tourist amenities.

15. Collection of additional baseline data: To satisfy the requirements of analyses to formulate the plan, Consultants will undertake the following primary surveys, site assessments and interviews:

- i. Soil quality tests adequate for planning and designing soft landscapes; and soil strength and stability tests needed to plan and design hard landscape elements;
- ii. Survey of informal vendors, hawkers and kiosks, who total 1480 as per a preliminary estimate. Consultants will survey each of these to understand their business and space requirements including profile of them and their customers, current advantages for their business and their ideas about future prospects of business. Special focus of this survey should be on the method of operation of these businesses including the pollution load generated and ways of managing such pollution and resultant unhygienic conditions;
- iii. Survey of fisherpersons, especially at the Shankarpur to understand the specific needs of the local unorganized fisherpersons including their need for fish-landing, handling and processing and repairs. Consultants shall consider the facilities being built by the FDC at *DighaMohana* and ensure that the focus of their own surveys is on the informal fisherpersons not covered by the FDC activities.
- iv. Survey of all licensed and unlicensed tourist guest houses to understand the profile of their businesses and their customers. Identification of such guest houses shall be based on

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information available from (i) government agencies and the panchayats, (ii) survey of tour operators, and (iii) survey of local residents.

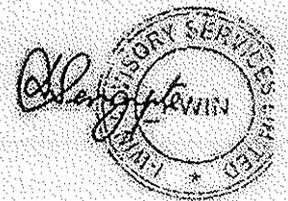
16. Baseline Analysis and Brief Position Papers: Consultants will undertake the required baseline analyses to arrive at the following. Each of these analyses will specifically address the future increase of the resident population as well as the increase in floating/tourist population for periods of 5, 10 and 20 years.

- i. Position paper on architectural and spatial analyses. This will include assessment of the beaches and the beachfront including built-form and spatial characteristics of the abutting buildings; approach roads and road hierarchy; landmarks; green areas, open spaces and all other natural features. This position paper should include the alternative zoning proposals for eventual planning purposes; and any proposal for architectural control such as elevation control; an assessment of the potential for architectural conservation and alternative ideas for conserving the cultural traditions. All zoning proposals should be in conformity with the CRZ Notification, 2011 and all other applicable environmental rules and regulations.
- ii. Position paper on existing tourist facilities and future needs. This will include an inventory of the current facilities and amenities including the status of use and upkeep. The position paper will assess the future needs (based on projection of tourist inflow) of amenities such as toilets, drinking water facilities, change rooms and shower facilities; safety, security, search and rescue facilities. For each of these, Consultants will propose at least 2 scenarios - provision of facilities at the minimum standard, and provision comparable to best international standards.
- iii. Position paper on reorganization of informal kiosks, vendors and hawkers. This should contain all alternative proposals for accommodating all the 1480 such kiosks, vendors and hawkers in an organized manner such that their businesses are not impacted (and they are not shifted away from the beach in ways that their businesses would be adversely impacted) and that pollution and unhygienic environ is minimized and managed adequately.
- iv. Position paper on landscape development. This will include alternatives ideas, based on alternative zoning proposals presented in the position paper on architectural and spatial analyses, for overall landscape development including choice of hard and soft landscape elements. Particular attention should be on high quality and appropriate illumination of the beaches at night such that the beach is safe but at the same time serenity of the beach is not impacted. As far as possible solar energy should be used. The alternative landscape proposals should aim to minimize use of freshwater and maximize reuse of water.
- v. Position paper on overall employment generation proposal: Consultants will assess the current level of employment generated in the planning area, and the overall future potential for employment generation from operation, management and maintenance of the beachfront facilities planned especially for local residents including unskilled workers.

17. Consultation with Stakeholders on Position Papers: Consultants will discuss with all relevant stakeholder groups for each of the Position Papers. Results of all such consultation sessions should be clearly documented. A final workshop will be held with DSDA, SPMU, the Panchayats and the relevant government agencies to finalize the Position Papers.

18. Preparation of Alternative Plan Proposals: Based on the finalized Position Papers, consultants will prepare alternative proposals for the DIBAD Plan. Each of the Alternative Plan Proposals will be presented on the comprehensive Base Map, and should comply with the regulatory requirements including requirements of the Coastal Regulation Zone Notification 2011. At minimum 3 alternative plan proposals will be prepared each satisfying the objectives and


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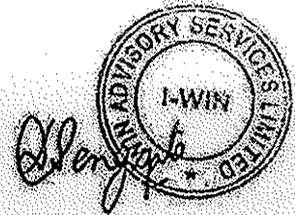


requirements as set above, and at least 2 of these should be implementable within the current budget estimate.

- 19. Stakeholder Consultation on the Alternative Plans: Consultants will organize a joint stakeholder workshop to present the alternative plan proposals along with respective description of concepts, advantages and disadvantages. Consultants will prepare a brief report of the workshop describing all the suggestions and recommendations received.
- 20. Selection of the Most Suitable Plan Proposal: Consultants will prepare a brief report on the concept, advantages and disadvantages of the alternative plan proposals; stakeholder suggestions and recommendations received on each of the alternative proposals; and consultants' own recommendations for selection of the most suitable alternative plan proposal along with modifications and additions if any to the proposals. Consultants will submit this brief report to the SPMU and DSDA; and select the most suitable alternative plan proposal as advised by them.
- 21. Development of Final DIBAD Plan: Consultants will detail out the most suitable plan proposal recommended by the SPMU and the DSDA.
- 22. Mitigation plan for environmental and social impacts: Consultants will undertake detailed examination of each of the elements and activities proposed in the Plan for any adverse social or environmental impacts. If any such direct, indirect or induced impacts are identified, Consultants will modify the elements and activities in such manner to avoid such environmental or social impacts. For any residual direct, indirect or induced environmental and social impacts that cannot be avoided, Consultants shall prepare detailed action plans for mitigation and/or management measures, and will include such mitigation and management measures in the Plan itself.
- 23. Phasing and schedule of implementation: In discussion with the SPMU and DSDA, Consultants will prepare the phasing and scheduling of implementation. Usually the phases will be three (2, 5 and 10 years Plan perspectives). However, SPMU and/or the DSDA may advise any activity proposed in the later phases to be taken up as priority.
- 24. Implementation Arrangements: Consultants will prepare a detailed description of implementation arrangements for the elements and activities contained in the Plan. All elements of the Plan which can be financed and implemented by converging Government programs (such as the Total Sanitation campaign of the Government of West Bengal), the applicable implementation arrangements should be designed in consultation with the relevant Government agencies. For activities and elements which could be financed through private sector (such as the activities converging to the solid waste management undertaken in parallel in a public-private partnership mode), the implementation arrangements should only focus on the monitoring and auditing arrangements. As far as possible, arrangements for implementation, operation and maintenance of all other activities proposed in the Plan should be clearly defined.
- 25. The Final Plan should contain all features appropriate to plans at a scale of 1:500; and will be a combination of Plan Maps on a GIS platform (i.e., the comprehensive Base Map) and a descriptive report. The Final Plan shall consist of the following:
 - a. Plan maps and proposals on a GIS platform, with elements and details appropriate for a plan at a scale of 1:500, which will include the following:
 - i. An overall modified zoning and space utilization plan;
 - ii. Proposals for reorganization of all kiosks, vendors and hawkers;
 - iii. Proposals for all area landscape development, hard and soft, including beach illumination;
 - iv. Proposals for all public and tourist amenities;

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- v. All proposals for managing traffic;
 - vi. Proposals for all facilities for ensuring safety, security of tourists and the search and rescue facilities,
 - vii. Proposals for architectural controls of the buildings (elevation, colour, overhangs, setback, boundary walls, etc.) if any, with details appropriate for a scale of 1:500.
 - viii. Improvement plans for linked adjoining spaces identified and delineated for specific functions or for their aesthetic value.
 - ix. Improvement and landscape proposals for approach roads, junctions and elements like street lighting, seating, etc., at appropriate scales.
 - x. Proposals for all pollution management infrastructure; and,
 - xi. Proposals for no-intervention or conservation areas.
 - xii. Provision for the Regulation for land use zoning for National Hazard Prone area in accordance with the recommendation of the Prof. Arya committee report 2004, Ministry of Home Affairs, Government of India

b. A Report describing the following:

- i. The process of Plan preparation including details of stakeholder consultation;
- ii. Objectives, methods and scope of the Plan;
- iii. Description of regulations, standards, norms and values (including stakeholder assigned values) that the Plan complies with;
- iv. Detailed description of the Plan Proposals including phasing of implementation;
- v. Description of the environmental and social impacts arising due to the Plan proposals and the exact mitigation and management measures with respect to such impacts that have been incorporated in the Plan itself;
- vi. Implementation arrangements;
- vii. Operation and maintenance management plan;
- viii. Monitoring and evaluation arrangements including indicators and schedule;
- ix. Cost of implementation of the Plan (separate and distinct for implementation, operation and maintenance) and the known sources of financing.

Part B: Detailed design and planning services

26. The consultant will prepare detailed designs for implementation of the Final DIBAD Plan to satisfy objective (ii) of the assignment, subject to the satisfactory completion of Part A of the assignment.
27. The consultant will prepare detailed architectural working drawings and detailed engineering drawings for implementation of all activities proposed in the first phase of the Plan. The consultant will continue to prepare and provide the contractors with any other details and drawings that may be required for the implementation during the period of assignment under Part C of this scope of services.

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28. For all elements and activities included in the first phase of implementation of the Plan (ordinarily for a period of implementation of 2 years), Consultants will prepare and provide the following:

- a. Detailed engineering, landscaping, architectural designs, and bills of quantities. This will include all site examination including soil testing and additional topographic surveys if not already covered under Part A of the assignment. All buildings will be designed conforming to the National Building Code 2010; and all other elements to be designed should conform to respective standards notified by the Bureau of Indian Standards, and shall take into account the maintenance and durability aspects in coastal environment. As far as possible, Consultants will give maximum attention to energy saving devices and designs and environment-friendly technology (which in many cases will mean adopting local appropriate traditional architecture and technology) including maximizing solar lighting, natural day-lighting and ventilation, solar passive elements of design, and will make maximum application of Bureau of Energy Efficiency (BEE) and LEED guidelines. These designs and bills of quantities should be sufficient to invite and award tenders from eligible contractors, and will include, among others, the following:
 - i. Detailed landscape design of the entire area, including all specific elements with details appropriate to a drawing of scale of 1:200. This will include details of elements like railings, sculptures (if any), paving, seating, lamp-posts and any other elements proposed. Specific attention should be paid to include details of soft landscape elements - plants, flora and vegetation to be planted including nomenclature, location, numbers and details of plantation techniques.
 - ii. Detailed designs for all building and built spaces proposed including the structures to accommodate tourist facilities and amenities such as toilets, shower and change rooms, and all the built spaces to accommodate in-situ rehabilitation of the kiosks, vendors and hawkers.
 - iii. Detailed design for illumination of the entire beachfront and surrounding delineated areas including details of numbers and types of lights and lamp posts, taking into consideration the need to have differentiated and suitable lux levels in relation to proposed active and passive zones, conformity to the landscape plans, conserving serenity of the beach areas and other conservation areas or sights.
 - iv. Detailed electrical drawings of the entire site, site features and buildings.
 - v. Detailed designs for landscaping and other improvements in the linked adjoining spaces identified and delineated for specific functions or for their aesthetic value; and for the approach roads, junctions, road curbs and roadside seating, etc.
 - vi. Detailed designs for architectural controls proposed (even if not financed by DSDA, but proposed only for later implementation of DSDA master plans).
 - vii. All required designs for associated services such as internal and external water supply, sanitation, rain water harvesting, pavements, site drainage, site landscape, and electrical installations, as relevant and as required.
- b. Consultants will prepare detailed estimation of capital costs (for all items of the bills of quantities), based on the applicable local government or state government schedule of rates, and based on the recent market information;
- c. Consultants will support preparation of bid documents wherever contracting for goods and works are envisaged by drafting and finalizing the (i) schedules of requirement etc.

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technical specifications, (iv) bill of quantities, (v) implementation schedules for each packages of work for different locations.

29. In addition, Consultants shall prepare a project management plan, using usual project management software to support SPMU and DSDA to monitor and supervise implementation of the first phase of the Plan. This should show schedule of implementation of each activity including milestones and critical path as as to be able to manage the performance of the contractors employed, and performance of the Consultants during Part C of this scope of works.

Part C: Implementation and construction supervision services

30. Consultants will provide construction supervision services on behalf of the DSDA for all activities where contractors employed by the DSDA and/or SPMU will implement the first phase of the DIBAD Plan.
31. Supporting the bid evaluation and contracting processes: Wherever DSDA/SPMU intends to engage contractors, and for all bid documents that were prepared during Part B of the consulting services, Consultants will:
- Provide support to DSDA/SPMU in incorporating in the final bid documents comments and suggestions (on technical/ structural aspects) received during pre-bid conferences, and drafting replies to potential bidders as needed;
 - Assist the DSDA/SPMU in technical evaluation of the bids received;
 - Recommend and assist in finalizing the planning and scheduling of construction works or installations or supply of goods and equipments, in consultation with the winning bidder;
 - Prepare and provide all required working drawings and designs, with appropriate approval (by DSDA/SPMU where required, or approved by Consultants themselves) to be made part of the contract documents; and,
 - Draft all required documentation of all related matters, including minutes of different meetings between the DSDA/SPMU and the winning bidder or contractor, and provide all help to the DSDA/SPMU in approving these documents.
32. Note, that the SPMU has a full-fledged procurement cell, and the final procurement decisions will be taken by DSDA/SPMU. The consultants will play only a facilitating and supporting role.
33. Contract supervision: For all cases where DSDA/SPMU engages contractors, the consultant will be responsible to:
- Provide all working drawings and instructions to the contractor, including seeking approval of DSDA/SPMU as and when required, through the site order books to be maintained by the contractor at site;
 - Physically verify all dimensions on site and ensure that they are as per the approved specifications and drawings, and to immediately intimate discrepancies noticed, if any, to the Contractor and the DSDA/SPMU;
 - Be available at sites for constant and full-time supervision and coordination of site work, installation or supplies, and to maintain checklist for day-to-day works including checking the levels, quality and scheduling of steel reinforcement, formwork and associated works;
 - Supervise the day to day works like earthwork, plain cement concrete, reinforced cement concrete, reinforced earthwork, masonry, joinery and floorings and all works and installations including the public health and internal and external electrification, air

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conditioning and all other items as stipulated in the bill of quantities and as in the working drawings issued to the contractor in agreement with contractor;

- e. Check all the measurements recorded in the bill prepared by contractor at site with respect to approved drawings and to certify the accuracy by verifying with their own prompt measurements at site within two to three days of receipt of the bills from contractors, and recommend to the DSDA/SPMU the bills of quantity to facilitate timely payment to the contractor;
 - f. Measure jointly with contractor's representative and record them in measurement books supplied by the DSDA and obtain contractor's signature in token of acceptance; including the cases of hidden measurements, which cannot be recorded in future, shall be recorded before covering up the work by the contractors;
 - g. Facilitate finalization of bills for the works, installations and supplies as per actual execution;
 - h. Take all actions on behalf of DSDA/SPMU to avoid time or cost overrun; and,
 - i. Ensure that contractors comply with applicable environmental standards and norms appropriate for the activities implemented in a areas covered by the Coastal Zone Notification, 2011.
34. Monitoring of regulatory compliance: Consultants will monitor compliance by the contractors relevant to all applicable norms, standards and regulatory requirements.
- a. Consultants will ensure that contractors comply with (i) registration under Contract Labour (Regulation and Abolition) Act, 1970 and Central Rules, 1971, (ii) laws pertaining to labour including payment as per Minimum Wages Act and any other Act or enactment relating thereto and rules framed there under from time to time, and (iii) any other applicable national or state law.
 - b. Consultants will ensure that contractors (i) maintain the sites clean and orderly at any point in time during the implementation period; (ii) implement all relevant safety protocol in construction management, (iii) provide requisite and adequate separate facilities for women workers, and children of workmen as per relevant laws; and (iv) do not employ any child labourer or anyone who is seen to be a child labourer.
 - c. Consultants will ensure and enforce throughout the construction period that contractors have taken requisite risk insurances to cover all of their workers as per the Workman Compensation Act; all losses and damages caused by natural calamities, accident or other extreme events resulting in accidental collapse of partially completed work, materials, and plant at site and for third party claims for injury and/or damages.
35. Documentation: Consultants will ensure that all instructions to the contractors will be issued in the form of letter written by DSDA/SPMU to the contractor or all site instructions to the contractor by DSDA/SPMU will be recorded in site instructions book. Consultants will ensure that no extra or deviated items are executed unless approved and rates finalised by the Consultants (in agreement with DSDA/SPMU). A register for extra/ substituted items shall be maintained by the Consultant. Consultants will preserve field books and measurement books supplied by the DSDA in safe custody and shall return the same to the DSDA after completion of the activity. Consultants will maintain updated drawing register, hindrance register, register for payment of advances and recoveries, register for movement of field books or measurement books, site instructions book, diary of work, Quality Assurance, and any other register as advised by the DSDA/SPMU (which may at a later date be of assistance in resolving queries pertaining to execution of the works, extra items, claims and disputes) and shall submit all registers as

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mentioned above at the time of bill preparation or as required by the DSDA/SPMU. In addition, Consultants will keep a track of permissions required from local authorities and get this list of regulatory clearances revalidated whenever necessary.

36. Reporting: Consultants will prepare monthly progress reports relevant to time, cost and quality. In each such report, Consultants shall include a statement of budget requirement for the next two quarters so as to facilitate financial planning by DSDA/SPMU.
37. Expert advice: Consultant will continuously advise the DSDA/SPMU, and work as the employer's representative on all matters relating to the execution of the works. Consultants shall suggest modification in the bid documents, if any, due to site conditions and advise reasoned justification of cost variations on account of resultant extra items and excess support by proper analysis.
38. Quality control of works and installations: Consultants will monitor the quality of the work and control the quality as per specification, relevant codes and as per Sound Engineering practices. Consultants will maintain the registers for mandatory tests to be conducted for all materials before use in work, installation or supply. Consultants shall inspect and approve the materials at site as per specifications before they are used in works and the work and installations itself to ensure compliance with the technical specifications and will give immediate notice to the contractor as per provisions of the contract in the event that such materials and works fail to comply with the specifications. All rejected material will be removed from site, and similar other instructions will need to be given to the contractors so that the work executed is of high standard, good workmanship and desired quality. Consultants shall be responsible for obtaining good workmanship with respect to lines, levels, plumb, finish, etc. Shall check all centrelines, dimensions, levels and plumb at all stages of work with reference to working drawings and shall ensure correct dimensions of all elements. Consultants will conduct special tests on the completed works and installations, which includes uncovering of the completed work and/or removal of improper materials and works or installations by the contractors as instructed by the Consultants.
39. Services during the completion stage and the defects liability period: Consultants will (i) carry out detailed inspection on completion of project and get all defects noticed during inspection rectified by the contractors before a completion certificate is issued by the Consultants; (ii) carry out periodic detailed inspection during defects liability period and get all defects noticed during such inspections rectified by the contractors before the end of defects liability period; (iii) advise SPMU with regards to extra claims or disputes or arbitration cases between the SPMU and the contractors, if any, and assist in case of any dispute till the cases are resolved either by mutual negotiation or through arbitration or by the Courts as the case may be; (iv) collect the Guarantee Bond for Water Proofing & Anti Termite Treatment from the contractors, and hand over to the SPMU before the end of the defects liability period; (v) collect all other relevant and necessary certificates from the contractors and hand over to the SPMU.
40. For all the above services under Part C of this scope of services, Consultants shall provide all required resources and personnel. In specific, the Consultants shall (i) make available services of a requisite number of qualified engineers and architects, landscape architects at site on full time basis for regular and constant site supervision with such number and deployment agreed with DSDA/SPMU; and (ii) at no extra cost to the DSDA/SPMU, make arrangements for regularly using all required instruments or equipments such as theodolites, levelling instruments, prismatic compass, chain, measuring tapes, plain tables and ranging rods, and all such other equipments or instruments needed for constant and regular supervision of the works; (iii) at no extra cost to the DSDA/SPMU, make arrangements for accommodation and other facilities needed for the Consultants' staff at the site or home offices during the period of the contract.

Project Director

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State Project Management Unit, E.S.W.M.,
DD-24, Sector-1, Salt Lake City, Kolkata-700064



Outputs and Deliverables, Schedule of Delivery and Payment

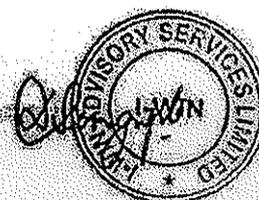
41. Note that payments for Parts A and B (planning and detailed design services) under this ToR will be made on a lump-sum basis, whereas, payment for Part C (implementation support services) will be based on actual time invested. All payments will be linked to successful delivery of services and outputs. The outputs to be delivered by the Consultants include, inter alia, the following:

Stage	Deliverables	Time (from the Date of Start)	Payment Terms
Part A (Total 5 months)	Inception Report (Status of mobilization, Updated Schedule of Delivery, and covering Paragraphs 5 and 12 of these ToR)	2 weeks	10% of the Contracted Amount for Parts A and B
	Report on Baseline Surveys, Base Map and full documentation of Stakeholder Consultation, covering Paragraphs 14-16 of these ToR	10 weeks	20% of the Contracted Amount for Parts A and B
	Report on Alternative Plan Proposals and Selection of the Most Suitable Alternative, covering Paragraphs 17-20 of these ToR, and including all finalized Position papers (paragraphs 16-17).	14 weeks	10% of the Contracted Amount for Parts A and B
	Final Integrated Beachfront Area Development Plan, covering Paragraphs 21-25 of these ToR	20 weeks	20% of the Contracted Amount for Parts A and B
Part B (Total 3 months)	Project Management Plan for implementation of the first phase of the Final Plan covering paragraph 29 of these ToR	24 weeks	10% of the Contracted Amount for Parts A and B
	Draft Detailed Designs, Bills of Quantity and Technical Specifications covering paragraph 26-28 of these ToR	30 weeks	10% of the Contracted Amount for Parts A and B
	Final Detailed Designs, Bills of Quantity and Technical Specifications covering paragraph 26-28 of these ToR	32 weeks	20% of the Contracted Amount for Parts A and B
Part C (Total 12 months + Defects Liability Period)	Monthly Reports describing delivery of successful supervision services and progress of works, covering Paragraphs 30-36 of these ToR	Each month, starting from the 36 th week and ending in the 80 th week	Payment based on monthly claims, subject to a ceiling of 20% of the Contracted Amount for Part C.
	Final Implementation Supervision Report, covering all responsibilities during the defects liability period especially as described in Paragraph 39 of these ToR	128 weeks	20% of the Contracted Amount for Part C.

42. **Consultants' Inputs and Qualifications of Key Personnel:** Consultant will provide a team of experts with adequate skill sets, qualification, expertise and commitment necessary to accomplish the objectives of this assignment. Following is an indicative list of key positions, required qualifications and experience, as well as indicative input during different stages of the assignment. Consultants are expected to include in their proposal all additional expertise and support staff that will be needed.

Project Director

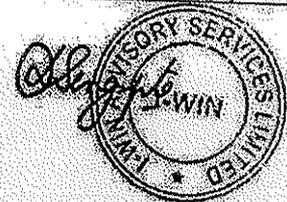
Integrated Coastal Zone Management Project,
State Project Management Unit, I E S W M,
DD-24, Sector-1, Salt Lake City, Kolkata-700054



Key Professionals	Experience	Person-Months input required			
		Part A	Part B	Part C	Total
Team leader & Landscape Architect	Bachelor's degree in Architecture and higher degree in Landscape Architecture/Planning with at least 15 years of experience of which 10 will be in leading teams on design and implementation on landscape improvement projects.	4	2	3	9
Tourism Development Specialist	Graduate in relevant discipline, with at least 10 year experience in designing tourist facilities, facility planning including at least 5 years in managing nature oriented tourism facility management.	3	3	3	9
Senior Architects (2)	Bachelor's degree in Architecture and masters in urban design or landscape architecture with at least 10 years of experience in landscape and architectural design projects.	6 (2x3)	6 (2x3)	6 (2x3)	18 (2x9)
Water Supply and Sanitation Engineer	Bachelor's degree in Civil or Environmental Engineering and Masters in Environmental Engineering or equivalent with 10 years of experience in designing sanitation, drainage and water supply projects.	3	3	6	12
Electrical Engineer	Graduate in electrical engineering or equivalent. At least 10 years of experience, of which at least 5 years in landscape electrification projects; and at least 1 year in designing solar lighting projects.	1	2	6	9
Social Development Specialist	Postgraduate in Social Sciences or equivalent. At least 15 years of experience, of which at least 10 years in resettlement and rehabilitation and stakeholder consultations.	3	3	3	9
Environmental Specialist	Postgraduate in Environmental Sciences or equivalent. At least 10 years of experience, of which at least 10 years in pollution control projects including at least 2 years in beach management.	3	3	4	10
Structural Engineer	Postgraduate in Structural Engineering or equivalent. At least 10 years of experience in structural design of buildings and low cost structures with specific experience in designing (cyclone, flood, earthquake, fire) safe structures.	-	2	4 ^{5*}	6
Site Supervision Engineers (3)	Diploma in civil engineering or equivalent. At least 5 years of experience, of which 3 years in supervision of landscape and small infrastructure works.	-	3 (3x1)	36 (3x12)	39 (3x13)
Architects (2)	Graduate in architecture. At least 3 years of experience, of which 2 years in design and implementation of landscape projects.	4 (2x2)	6 (2x3)	18 (2x9)	28 (2x14)
Total		27	33	89	149

Project Director

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DD-24, Sector-1, Sak Lake City, Kolkata-700064



Data, services and facilities to be provided by the client:

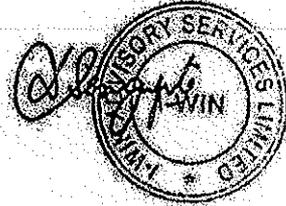
43. The SPMU (in collaboration with DSDA, PHED, FDC and ZSI and other relevant government departments) would provide all available data and information (refer paragraph 5.9 of these terms of reference) that would be relevant to this current assignment. Note that Consultants will be responsible for any needed translation of documents and processing of data. SPMU/DSDA will also provide all necessary and reasonable support to Consultant in collecting secondary data, such as issuing authorization letters. The DSDA will designate an officer to act as the main liaison officer and participate in the assignment. The SPMU along with the DSDA will help Consultants to identify contacts and stakeholders in the project area and facilitate consultation with them.
44. The SPMU through the DSDA may depute a team of professionals (client's organization professionals) to work with Consultants' team, within the overall administrative control of the Consultants' Team Leader.
45. SPMU and DSDA will provide spaces for workshops and meetings, when and if required, at Digha.
46. No other support or facilities will be provided by the Clients. Consultants will be responsible for all transport, accommodation, office spaces of their team in Digha, and for two round trips each for two members of the Consultants' team to Kolkata and/or New Delhi from the Project Site every calendar quarter to take part in progress review meetings. Consultants shall include all such costs in their financial proposal.

Composition of Review Committee to Monitor Consultants' Work

47. Consultants will regularly interact with the DSDA officials, and the representatives of the local self government at different stages, as described in detail in the scope of this consultancy assignment. For all other services under this contract, SPMU will nominate a Review Committee (three members comprising of a representative of the DSDA, a representative of the Urban Development Department and a representative of the local self government; or any other composition as decided by the State Government) who shall monitor the Consultants' work; and would be responsible for making available the data and information as applicable, conveying approvals and also deal with the problems if any faced by the Consultant in executing their contractual obligations.

Project Director

Integrated Coastal Zone Management Project,
State Project Management Unit, I E S W M,
DD-24, Sector-I, Salt Lake City, Kolkata-700064



Methodology & Approach



Project Director
Integrated Coastal Zone Management Project,
State Project Management Unit, I E S W M,
DD-24, Sector-I, Salt Lake City, Kolkata-700064



Part A: Preparation of Digha- Shankarpur Integrated Beachfront Area Development Plan

- Understanding the Coastal Zone Regulations
- Preparation of Draft Master Plan for the Development
- Validation of the Master Plan for the Development
- Formulation of the Final Master Plan for Area Development

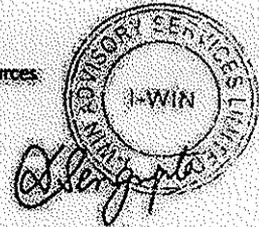
- 14 km stretch
- 2 row of landward properties along the beach
- all access roads upto first major junction
- all major public transport nodes
- Site Topography for 20 cm contour
- Existing land Use
- Land Ownership
- existing and proposed infrastructure

- soil quality test for landscape design
- Survey of 1480 vendors
- Survey of Fishermen
- Survey of Tourist Guest houses to understand their business profile and their customers profile
- Survey of Tour Operators

- Plan Maps on a GIS platform
- Overall modified zoning and space utilisation plan
- Reorganization of all kiosks, vendors and hawkers
- Area development, hard and soft, including beach illumination
- Public and tourist amenities
- Traffic management
- Safety, security of tourists and the search and rescue facilities
- Architectural building control guidelines
- Area Improvement and landscape proposals
- Pollution Management guidelines

- Process of plan preparation
- Stakeholder consultation
- Objective, methods and scope of the plan
- Description of the regulation, standards, norms & values taken to prepare the plan and their sources
- Project Director plan proposals including phasing

Integrated Coastal Zone Management Project
 State Project Management Unit, G.O. W.M.
 DD-24, Secy Vidyaniketan, Govt. Engineering College
 • C&C of Implementation plan & Means of finance



III. Special Conditions of Contract

Part-A Preparation of Digha – Shankarpur integrated Beachfront Area Development Plan

Understanding the Coastal Zone Regulations
 Preparation of draft Master Plan for the Development
 Validation of the Master plan for the Development
 Formation of the final master plan for area Development

14 Km Stretch

2 row of landward properties along with breach

All access roads upto first major junction

All major public transport nodes

Site topography for 20 cm contour

Existing land use

Land ownership

Existing and proposed infrastructure

Soil quality test for landscape design

Survey of 1480 vendors

Survey of Fisherman

Survey of tourist Guest houses to understanding their business
 profited and their customers profile

Survey of Tour Operators

Plan maps on a GIS platform

Overall modified zoning and space utilizations plan

Reorganisation of all kiosks, vendors and hawkers

Area development hard and soft, include beach illumination'

Public and tourist amenities

Traffic management Safety security of tourists and the search and
 rescue facilities Actual building control guidelines'

Area improvement and landscape proposals

Pollution management guidelines

Process of plan preparation

Stakeholder consultation

Objective methods and scope of the plan

Description of the regulation standards norms & values taken to
 prepare the plan and their sources

Part B: Detailed Design and planning services

[Redacted]

[Redacted]

- Architectural Drawings
- Engineering Drawings
- Other Detailed Drawing

[Redacted]

- Landscape Design
- Building Design
- Detail Design of Illumination
- Detail Electrical Drawings
- Detail drawings for architectural controls
- Other Detailed Drawing
- Estimation of Cost
- Preparation of Bid Documents

[Redacted]

Integrated
State
DO-2

Project Director

Management Project,
I E S W H,
Kolkata-700064



Part-B Details design and planning services

Archistructural Drawings
Engineering Drawings
Pother detailed Drawing

Landscape Deign
Building Design
Detail design of evolution
Detail Electrical Drawing
Detailed drawings for radical contrails Zone
Details drawing
Estimation of cost
Preparation of Bid Documents

Project Director

Staffing Schedule for Activity A & B

Name of Staff	Staff Months								Total Staff months		
	1	2	3	4	5	6	7	8	Home	Field	Total
Mr. Avijit Sen									3	1	4
Ms. Bijoylakshmi Barman									3	1	4
Mr. Subrata Roy									3	1	4
Mr. Abhijit Ghosh									3	1	4
Mr. D. N. Ghosh									2	1	3
Mr. Amitabha Choudhuri									2	1	3
Mr. Animesh Halder									2	1	3
Mr. Abhijit Mukherjee									2	1	3
Mr. Soumendranath Roy									1	1	2
Ms. Poulami Sarkar									4	2	6
Ms. Shreeja Ganguly									4	2	6

Work Schedule for Activity A & B

No.	Activity	1	2	3	4	5	6	7	8
1	Inception								
2	Report on Baseline Survey								
3	Report on Alternative Plan Proposals and selection of Most Suitable Alternatives								
4	Final Integrated Beachfront Area Development Plan								
5	Project Management Plan								
6	Draft Detailed Design, BOQ and Tech Spec								
7	Final Detailed Design, BOQ and Tech Spec								

Project Director

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State Project Management Unit, I.E.S.W.M.,
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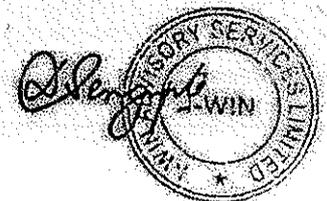
APPENDIX B - REPORTING REQUIREMENTS

Outputs and Deliverables, Schedule of Delivery and Payment

1. Note that payments for Parts A and B (planning and detailed design services) under this ToR will be made on a lump-sum basis, whereas, payment for Part C (implementation support services) will be based on actual time invested. All payments will be linked to successful delivery of services and outputs. The outputs to be delivered by the Consultants include, inter alia, the following:

Stage	Deliverables	Time (from the Date of Start)
Part A (Total 5 months)	Inception Report (Status of mobilization, Updated Schedule of Delivery, and covering Paragraphs 5 and 12 of these ToR)	2 weeks
	Report on Baseline Surveys, Base Map and full documentation of Stakeholder Consultation, covering Paragraphs 14-16 of these ToR	10 weeks
	Report on Alternative Plan Proposals and Selection of the Most Suitable Alternative, covering Paragraphs 17-20 of these ToR, and including all finalized Position papers (paragraphs 16-17).	14 weeks
	Final Integrated Beachfront Area Development Plan, covering Paragraphs 21-25 of these ToR	20 weeks
Part B (Total 3 months)	Project Management Plan for implementation of the first phase of the Final Plan covering paragraph 29 of these ToR	24 weeks
	Draft Detailed Designs, Bills of Quantity and Technical Specifications covering paragraph 26-28 of these ToR	30 weeks
	Final Detailed Designs, Bills of Quantity and Technical Specifications covering paragraph 26-28 of these ToR	32 weeks
Part C (Total 12 months + Defects Liability Period)	The output, and schedule of delivery for Part C component of TOR is given in the Time based contract for Part C	


Project Director
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 DD-24, Sector-1, Salt Lake City, Kolkata-700064.



APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS

Team Composition and Task Assignments for Activity A & B

Professional Staff			
Name of Staff	Area of Expertise	Position Assigned	Task Assigned
Mr. Avijit Sen	Architect & Urban Planner	Team Leader	Overall Planning and Supervision
Ms. Bijoylaxmi Barman	Designing & Management and promotion of Tourist	Tourism Development Officer	Understanding of the tourism needs and designing & management of tourism facilities
Mr. Subrata Roy	Architecture	Senior Architect	Architectural design of the Tourism Facilities
Mr. Abhijit Ghosh	Architecture	Senior Architect	Architectural design of the Tourism Facilities
Mr. D. N. Ghosh	Designing of Water Supply and Sanitation System	Water Supply and Sanitation Engineer	Designing of Sanitation, drainage and Water Supply for the tourist facilities
Mr. Amitabha Choudhuri	Designing of Electrical system	Electrical Engineer	Designing of the electrification for the tourist facilities
Mr. Animesh Halder	Socio- Economic	Social Development Specialist	Preparation of Resettlement and Rehabilitation Plan for the people
Mr. Abhijit Mukherjee	Geology and Environment	Environmental Specialist	Water Resource and Coastal Zone Management Plan
Mr. Soumendranath Roy	Structural Design	Structural Engineer	Preparation of the Structural design of the Tourist facilities
Ms. Poulami Sarker	Architecture	Architect	Architectural design of the Tourism Facilities
Ms. Shreeja Ganguly	Architecture	Architect	Architectural design of the Tourism Facilities

Support Staff			
Name of Staff	Area of Expertise	Position Assigned	Task Assigned
Ms. Sanjay Agarwal	Accounts	Accounts Officer	Maintenance of Project Finance
Ms. Gwen Doline	Office Administration and Coordination	HR and Admin Officer	Coordination between all the staff and departments engaged in the assignment
Mr. Prasankar Ghosh	Field Study	Field Officer	Reconnaissance and Data Collection

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APPENDIX D - BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

Not Applicable

APPENDIX E - BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

Form FIN-4A: Breakdown of Remuneration (Lump Sum)

Group of Activities:	Part A & B: Planning and Designing
----------------------	------------------------------------

Name	Position	Staff Month Rate (INR)	
		Home	Field
Mr. Avijit Sen	Team Leader	300000	360000
Ms. Bjoylakshmi Barman	Tourism Development Officer	200000	260000
Mr. Subrata Ghosh	Senior Architect	150000	210000
Mr. Abhijit Ghosh	Senior Architect	150000	210000
Mr. D. N. Ghosh	Water Supply and Sanitation Engineer	250000	310000
Mr. Amitabha Choudhuri	Electrical Engineer	150000	210000
Mr. Animesh Halder	Social Development Specialist	250000	310000
Mr. Abhijit Mukherjee	Environmental Specialist	150000	210000
Mr. Soumendranath Roy	Structural Engineer	200000	260000
Ms. Poulami Sarkar	Architect	70000	100000
Ms. Shreeja Ganguly	Architect	43000	58000
Support Staff			
Ms. Sanjay Agarwal	Accounts Officer	34500	49500
Ms. Gwen Doline	HR and Admin Officer	39000	54000
Mr. Prasankar Ghosh	Field Officer	21200	36200

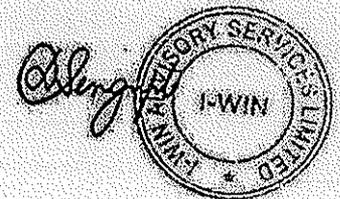
Form FIN 5A: Breakdown of Reimbursable Expenses

Group of Activities:	Part A & B: Planning and Designing
----------------------	------------------------------------

Sl. No.	Description	Unit	Unit Cost (INR)
1	Per diem Allowances	Day	1500
2	Travel Cost from Kolkata to Digha	Trip	2000
3	Miscellaneous Travel Expenses like fooding, etc.	Person-day	1500

Project Director

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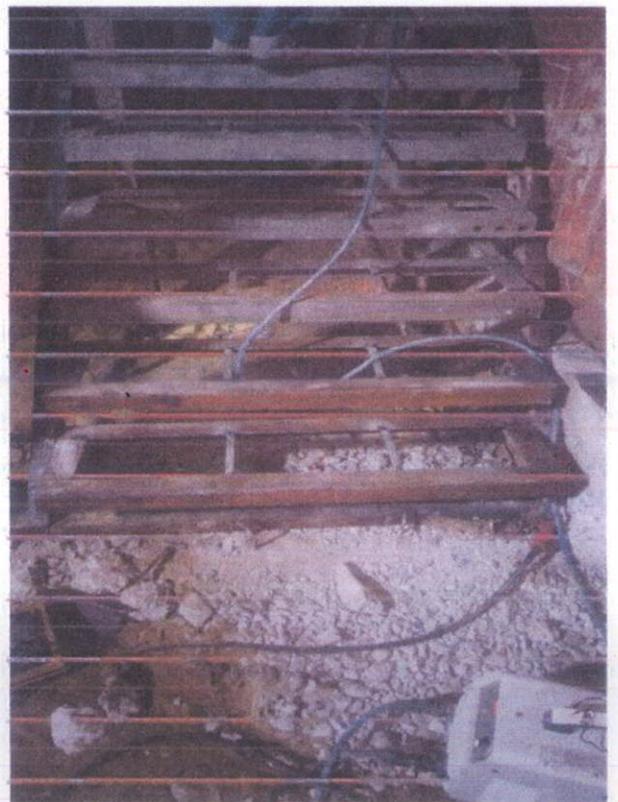
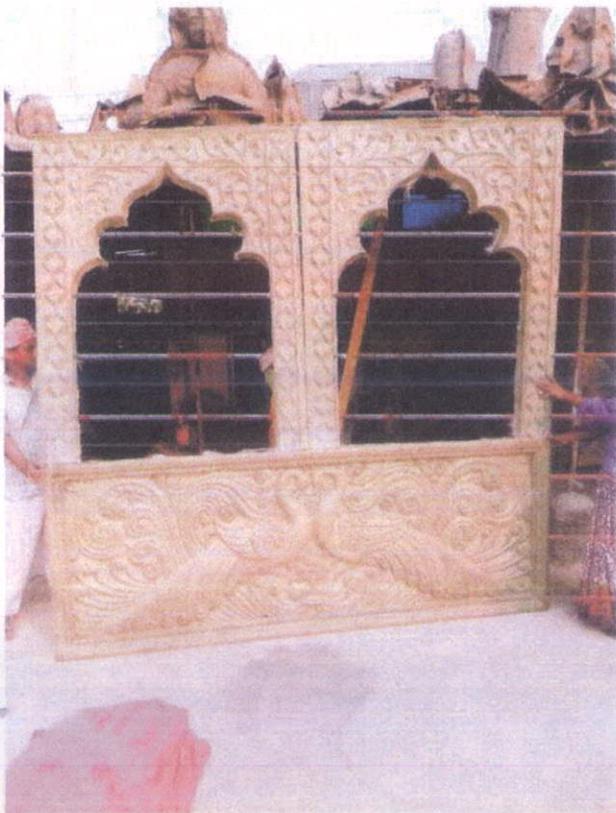
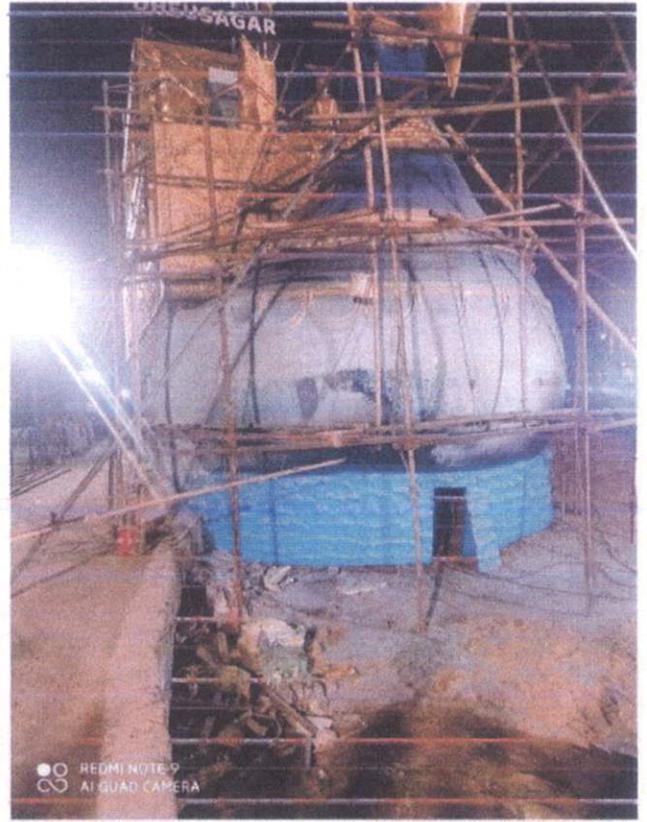
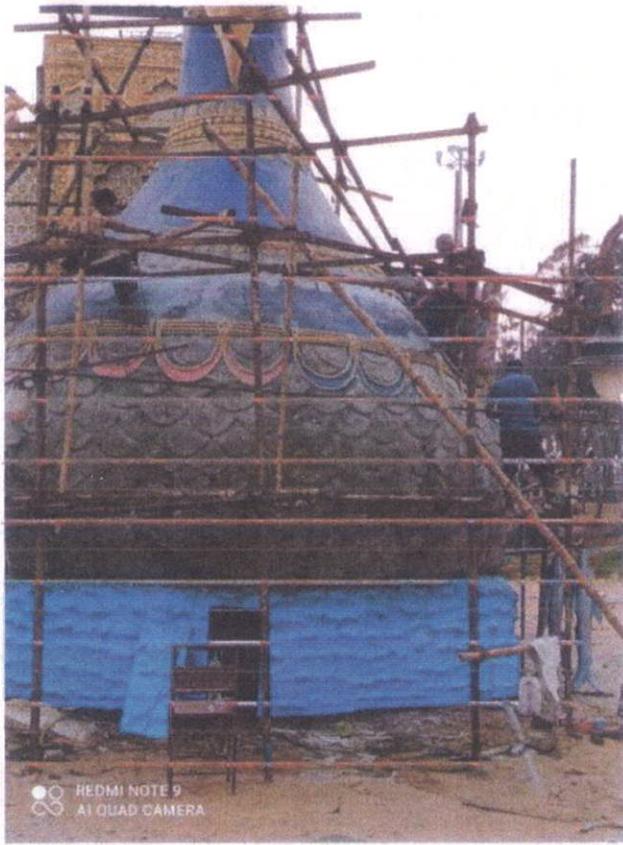


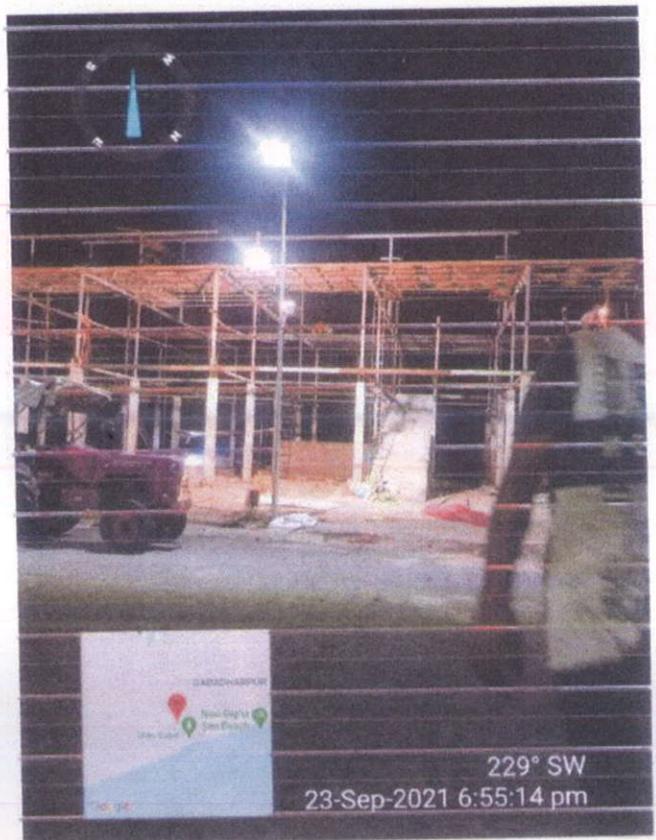
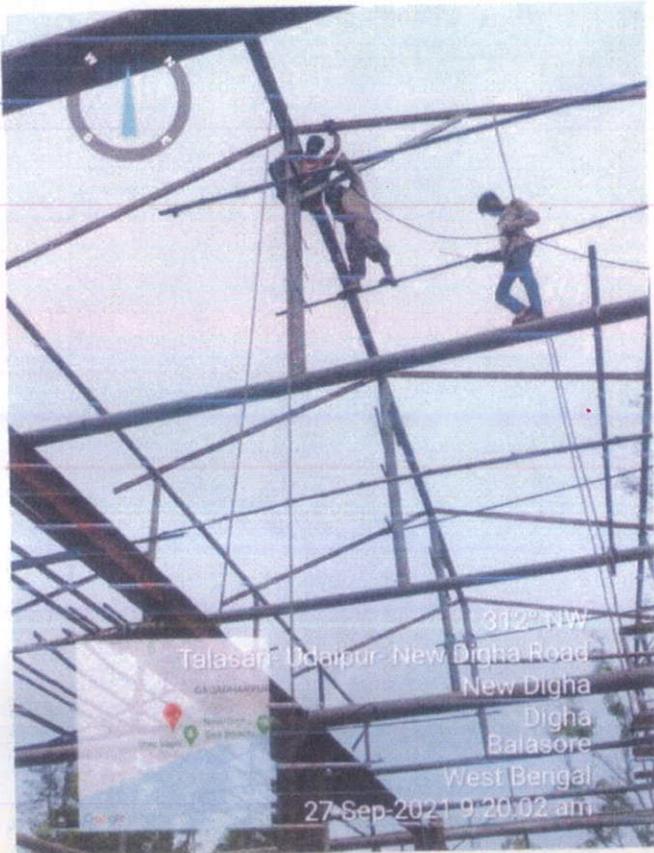
4	Communication Cost between Kolkata And Digha	Month	3000
5	Reproduction of Reports	Report	1000
6	Equipment, Instruments, materials, supplies, etc.	Month	2000
7	Shipment of Personal Effects	Trip	10000
8	Use of Computer	Computer	30000
9	Use of software	Software	500000
10	Use of printer, cartridge, etc.	Set	20000
11	Use of Photocopier	Number	80000
12	Soil Test in ordinary soil	per metre boring	900
13	Soil Test in Rocky soil	per metre boring	3500
14	Water Test	per location	50000
15	Land Use Survey & Ownership Survey	acre	1000
16	Survey for Vendors	vendor	100
17	Survey for Fishermen	fisherman	100
18	Contour Survey	acre	966
19	Test for Environmental Parameters	per location	50000
20	Local Transportation Costs	Day	1200
21	Office rent, clerical assistance, etc.	Month	20000



Project Director

Integrated Coastal Zone Management Project,
State Project Management Unit, I E S W N,
DD-24, Sector-I, Salt Lake City, Kolkata-700064









রাজ্য নগর উন্নয়ন সংস্থা

STATE URBAN DEVELOPMENT AGENCY

"ইলগাস ভবন", এইচসি ব্লক, সেক্টর-৩, বিধাননগর, কলকাতা-৭০০ ১০৬, পশ্চিমবঙ্গ
"ILGUS BHAVAN", HC Block, Sector - III, Bidhannagar, Kolkata - 700 106, West Bengal

No: SUDA-602/2021/644

Date: 13.05.2021

To
Sri Asit Kumar Sasmal
Secretary, BITAN Institute for Training, Awareness and Networking,
3/3/1, D.A. Chowdhury Road (2nd Floor),
Budge Budge,
Kolkata- 700137

LETTER OF ACCEPTANCE CUM WORK ORDER

Sub : Letter of Acceptance cum Work Order for "engagement of Organization/Agency for providing Handholding support to DSDA, Purba Medinipur for end-to-end activities of Solid Waste Management in Digha Coastal Town of West Bengal for 4 months".

Ref : Your office letter dated 06.05.2021

Sir,

With reference to above subject, this is to inform you that your offer for the work "providing Handholding support to DSDA, Purba Medinipur for end-to-end activities of Solid Waste Management in Digha Coastal Town of West Bengal for 4 months" ensuring all parameters under the Solid Waste Management Rules, 2016 amounting Rs.3,96,000/- for 11 Mouzas (Rs.9000/- per mouza per month) excluding GST has been accepted and you are now requested to take up the work in consultation with Digha-Shanlarpur Development Authority (DSDA) and State Urban Development Agency (SUDA).

You are hereby requested to please execute the work with the undersigned within seven (7) working days, failing which this Work Order will be treated as cancelled.

The date of commencement of work will be reckoned from the date of receipt of this letter and the work shall be completed within the stipulated timeframe of 4 months as mentioned in the NIT document.

The work will have to be executed as per scope of work, terms and conditions mentioned in the NIT and as stipulated below:

Scope of Work and Deliverables alongwith timelines

Scope	Activity	Process	Output	M1	M2	M3	M4
Development of Temporary Central Processing Unit (CPU) of wet waste and Material Recovery Facility (MRF) for dry waste	Selection of appropriate land for temporary CPU and MRF	Site visit and consultation with DSDA	Finalization of appropriate place and site development				
	Engineering drawing and plan development of CPU with the help of DSDA	Site measurement & demarcation of space as per requirement	Engineering drawing developed				

দুরত্ব : ২৩৫৮ ৬৪০৮ / ৫৭৬৭, ফ্যাক্স : ২৩৫৮ ৬৪০৮

Tel: 2358 6403/3767, Fax: 2358 5800, E-mail: wbsudain@gmail.com

Account Section: 2358 6408

Scope	Activity	Process	Output	M1	M2	M3	M4
Information, education and communications (IEC) activities	Preparation of IEC strategy in consultation with DSDA	Meeting with DSDA for Planning	Timeline of work plan developed				
	Facilitation in IEC cum community engagement plan and facilitate DSDA in planning and designing IEC & awareness campaigns, events	IEC activities through different events at different pockets	1. Door to door campaign 2. Milking 3. Display of Banner at strategic location Educational programs at different spots are to be organized				
Capacity building	Capacity Building planning for DSDA in collaboration with SUDA.	1. Orientation training of front-line workers 2. weekly/monthly review	DSDA officials, responsible staff, Supervisors, all conservancy workers, School teachers and other important key stakeholders are trained				
	Orientation of all DSDA members and staff on SWM rules 2016, Plastic Waste Management Rules 2016	Orientation training	DSDA members will be aware about these rules and their roles in it				
	Training of Coastal Swachhata Dui members	Identification and finalization the list of Coastal Swachhata Dui and their training	SHG members/unemployed youths as Coastal Swachhata Dui will be trained				
	Training of Inletters, resident welfare association, market committee, ward committee and rag pickers.	Orientation Training	Important stakeholders will be sensitized and to be part of this program				
	Zone-wise Micro planning by the Coastal Swachhata Dui	Orientation training and hand holding support	Preparation of zone wise micro plan developed				

5

Scope	Activity	Process	Output	M1	M2	M3	M4
Capacity Building on CPU and MRF management	Capacity Building of processing workers Close monitoring and support	1. Skill development training of processing workers 2. Handholding support in preparation micro-bacterial culture 3. weekly/monthly review	Development skills in waste management, processing, storage and packaging				
Waste handling and recycling at CPU & MRF	MIS development and preparing different registers of waste handling and recycling	Organic and inorganic waste handling and recycling	Waste Management as per rules -2016				
	Door to door waste collection in a segregated manner						
	Processing of bio-waste daily						
	Segregation of dry waste in 14-16 items and storing						
Production of manure & quality control and sorting & storage of recyclable waste and branding	Manure production and packaging of manure (5 kg & 40 kg)						
	Packaging and branding of finished products (manure)	1. Finalization the name of product name	Finalization the brand name of finished product				
	Quality check and control of finished products	Routine check of quality of finished products	All products are ready to sale				
Marketing	Quality check and control of finished products		Quality control				
	Support in listing of potential vendors and linking for manure sale	Orientation Training	Manure & recycle material sale				
Monitoring of SWM activities	Providing GIS map showing area boundary and road network	Taking primary map and data from DSDA	A route map of waste collection system will be developed				
	Developing a composite database and reporting framework for DSDA	Using MIS for data warehousing	Composite Database of DSDA is in place				
	Concurrent monitoring of SWM						

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Scope	Activity	Process	Output	M1	M2	M3	M4
	activities, IEC/BCC and CB activities						
	To assist DSDA in developing certain citizen centric grievance redressal mechanism	Meeting with common citizen					
	Ensuring meeting of DSDA level Task Force every month	DSDA level Task Force meeting	Identification of critical gaps and necessary action				
	Periodic reporting, Monthly review of progress and approval by DSDA. Quarterly review of progress and approval by SUDA.	Report preparation	Reports submitted				
Knowledge management and support	Guidance from policy reforms and convergence with other government programs	Knowledge Sharing	Awareness development				
	Documentation of major SWM focused events and good practices in Digha Coastal area	Photo and Data	Documentation				
	Dissemination of advisory notes, directives issued time to time from State government, Central government, different regulatory authorities, National Green Tribunal, toolkits, guidelines, case studies etc. for revenue augmentation, innovative financing, convergence, green economy and other coastal town reforms for scientific SWM	Sharing time to time	Awareness built up				

Payment Schedule:

- Total assignment cost is Rs.3,96,000/- (Rs.9000/- per mouza per month) excluding GST for 4 months.
- On submission of monthly progress report as per deliverables mentioned in above table Rs.99 thousand in each month will be payable.

The progress of the work in every month should be reported to SUDA and DSDA in writing and presentation with pictorial view. After completion of the assignment, a consolidated report should be submitted with pictorial view to SUDA and DSDA.

All other terms and conditions as laid down in the NIT shall be binding.

Yours faithfully,

 13.05.21.
Director, SUDA

Date 13.05.2021

SUDA 902/2021/ 644 / (2)

Copy forwarded for kind information to:

1. PS to the Hon'ble MIC, UD & MA Department, Govt. of W.B.
2. PS to the Secretary, UD & MA Department, Govt. of W.B.

 13.05.21.
Director, SUDA

DIGHA SANKARPUR DEVELOPMENT AUTHORITY
(A STATUTORY AUTHORITY OF THE GOVT. OF WEST BENGAL)
P.O.-DIGHA, DIST.-PURBA MEDINIPUR, PIN CODE-721463
www.dsga.gov.in, E-Mail ID-codsda@gmail.com.

INTIMATION CUM-WORK-ORDER

Memo No. 3155 /EM-296 /DSDA/2022.

Dated : 29.01.2022.

From : The Executive Officer,
Digha Sankarpur Development Authority,
Digha, Purba Medinipur.

To : Shri Puranjan Das,
Vill. Paschim Gadadharpur,
P.O. Digha N.T.S.,
P.S. Digha,
Dist. Purba Medinipur.

Sub : "Construction of Boundary wall with Entrance Gate at Scientific Solid Waste Management project within Digha under DSDA".

Ref : N.I.O.T.No.E-019/DSDA/2021-22, Dated-03.11.21.

This is to inform him that the rate quoted by him i.e. 19.99% (nineteen point nine nine per cent) less than the Tender Value i.e. Rs.25,28,817.00 (Rupees twenty-five lakh twenty-eight thousand eight hundred seventeen) only has been accepted by the Digha Sankarpur Development Authority. As such it is requested to please cause necessary action for execution of an agreement on non-judicial stamp paper worth Rs.100.00 (Rupee one hundred) only (the cost of which is to be borne by him) immediately before execution of the work. Subject to fulfillment of this precondition you are requested to take all necessary steps for immediate commencement of the scheduled work in consultation with the Engineer-in-Charge (Civil). If the work is not started within 7 (seven) days from the date of receipt of this letter, your tender will be cancelled without giving you any further intimation and this work order shall be treated as cancelled and the earnest money shall be forfeited. Noted that all the terms and conditions as per N.I.O.T. are abide by you. Work value is for Rs.20,23,306.48 (Rupees twenty lakh twenty-three thousand three hundred six and paisa forty-eight) only. Payment shall be made as per availability of fund. He is also requested to give an intimation letter to the undersigned about the commencement of the work. The work is to be done under the supervision of Engineer-in-Charge (Civil). Time is essence of this contract. The Scheduled work is to be completed within 06 (six) months from the date of issue of this "INTIMATION-CUM-WORK-ORDER".


Executive Officer,
Digha Sankarpur Development Authority
& Spl. Officer, Urban Dev. & M.A. Deptt.

 Contd.../p2.

No. (5)/EM-296/DSDA/2022.

Copy forwarded to :-

1. Sri Chandan Kumar Jana, Executive Engineer, KMDA. He is requested to supervise the whole work so that the work may be executed smoothly.
2. Sri Manas Mukul Ray, Assistant Engineer (Civil), DSDA. He is requested to Supervise and execute the whole work and also prepared Bill for the same.
3. Sri Dipankar Patra, Suib-Assistant Engineer (Civil), DSDA. He shall be responsible for day to day monitoring of the progress of the work and to look after the quality aspect of the work.
4. Sri Abhiram Kar, Work Assistant, DSDA.
5. The Accountant, DSDA.

Dated : 01/01/2022.


Executive Officer,
Digha Sankarpur Development Authority
& Spl. Officer, Urban Dev. & M.A. Deptt.


20/01/22

No. (5/2)/EM-296/DSDA/2022.

Copy to:-

- 1). The Hon'ble Chairman, DSDA & D.M. Purba Medinipur for his kind information.
- 2). The Assistant Labour Commissioner, At-Manoharchawk, P.O. & P.S.-Contai, Dist.-Purba Medinipur for information.

Dated : 01/01/2022.


Executive Officer,
Digha Sankarpur Development Authority
& Spl. Officer, Urban Dev. & M.A. Deptt.


20/01/22

- 92 -

15/12

DIGHA SANKARPUR DEVELOPMENT AUTHORITY
(A STATUTORY AUTHORITY OF THE GOVT. OF WEST BENGAL)
P.O.-DIGHA, DIST.-PURBA MEDINIPUR, PIN CODE-721463
www.dsda.gov.in, E-Mail ID-codsda@gmail.com.

INTIMATION CUM-WORK-ORDER

Memo No. 3482/EM-305/DSDA/2022.

Dated : 03.03.2022.

From : The Executive Officer,
Digha Sankarpur Development Authority,
Digha, Purba Medinipur.

To : Kamalesh Maity,
VIII. & P.O.-School Bazar,
P.S.-Contai,
Dist.-Purba Medinipur.

Sub : "Construction of access road and surface drain in premises of Scientific solid waste management project within Digha under DSDA.

Ref : N.I.O.T.No.E-027/DSDA/2021-22, Dated-20.01.22.

This is to inform him that the rate quoted by him i.e. 19.69% (nineteen point six nine per cent) less than the Tender Value i.e. Rs.97,07,006.00 (Rupees ninety-seven lakh seven thousand six) only has been accepted by the Digha Sankarpur Development Authority. As such it is requested to please cause necessary action for execution of an agreement on non-judicial stamp paper worth Rs.500.00 (Rupees five hundred) only (the cost of which is to be borne by him) immediately before execution of the work. Subject to fulfilment of this precondition you are requested to take all necessary steps for immediate commencement of the scheduled work in consultation with the Engineer-in-Charge (Civil). If you are not complete the Agreement and work is not started within 07 (seven) days from the date of receipt of this letter, your tender will be cancelled without giving you any further intimation and this work order shall be treated as cancelled and the earnest money shall be forfeited. Noted that all the terms and conditions as per N.I.O.T. are abided by you. Work value is for Rs.77,95,696.52 (Rupees seventy-seven lakh ninety-five thousand six hundred ninety-six and paise fifty-two) only. Payment shall be made as per availability of fund. He is also requested to give an intimation letter to the undersigned about the commencement of the work. The work is to be done under the supervision of Engineer-in-Charge (Civil). Time is essence of this contract. The Scheduled work is to be completed within 120 (one hundred twenty) days from the date of issue of this "INTIMATION-CUM-WORK-ORDER".


Executive Officer,
Digha Sankarpur Development Authority
& Spl. Officer, Urban Dev. & M.A. Deptt.

 Contd... /p2.

No. 45 (5)/EM-305/DSDA/2022.

Copy forwarded to :-

1. Sri Chandan Kumar Jana, Executive Engineer KMDA. He is requested to supervise the whole work so that the work may be executed smoothly.
2. Shri Parasenjit Bagui, Assistant Engineer, MED. He is requested to Supervise and execute the whole work and also prepared Bill for the same.
3. Sri SDipankar Patra, Sub-Assistant Engineer (Civil), DSDA. He shall be responsible for day to day monitoring of the progress of the work and to look after the quality aspect of the work.
4. Sri Aswini Kumar Jana, Work Assistant, DSDA.
5. The Accountant, DSDA.

Dated : 09 /03/2022.


Executive Officer,
Digha Sankarpur Development Authority
& Spl. Officer, Urban Dev. & M.A. Deptt.
H. Prasad
28/2/22

No. 482 (5/2)/EM-305/DSDA/2022.

Copy to:-

- 1). The Hon'ble Chairman, DSDA & D.M. Purba Medinipur for his kind information.
- 2). The Assistant Labour Commissioner, At-Manoharchawk, P.O. & P.S.-Contai, Dist.-Purba Medinipur for information.

Dated : 09 /03/2022.


Executive Officer,
Digha Sankarpur Development Authority
& Spl. Officer, Urban Dev. & M.A. Deptt.
H. Prasad
28/2/22

DIGHA SANKARPUR DEVELOPMENT AUTHORITY
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 P.O.-DIGHA, DIST.-PURBA MEDINIPUR, PIN CODE-721463
 www.dsa.gov.in, E-Mail ID-codsda@gmail.com.

INTIMATION CUM-WORK-ORDER

Memo No. 172 /EM-308/DSDA/2022.

Dated : 26.04.2022.

From : The Executive Officer,
 Digha Sankarpur Development Authority,
 Digha, Purba Medinipur.

To : M/S. Haraprasad Construction & Co.
 Prop.-Monoranjan Mondal,
 Shibalayroad, P.O.-Digha,
 P.S.-Digha Mohana Coastal
 Dist.-Purba Medinipur.

Sub : Construction of G+1 Building for Lab, Office cum Labour
 Quarter and Common Toilet along with Weigh Bridge room and
 Security room at Scientific Solid Waste Management Project
 within Digha under DSDA.

Ref : E-028/DSDA/21-22, Dated-17.03.2022 (3rd Call).

This is to inform him that the rate quoted by him i.e. 9.69% (nine point six nine per cent) less than the Tender Value i.e. Rs.39,89,662.00 (Rupees thirty-nine lakh eighty-nine thousand six hundred sixty-two) only has been accepted by the Digha Sankarpur Development Authority. As such it is requested to please cause necessary action for execution of an agreement on non-judicial stamp paper worth Rs.100.00 (Rupees one hundred) only (the cost of which is to be borne by him) immediately before execution of the work. Subject to fulfillment of this precondition you are requested to take all necessary steps for immediate commencement of the scheduled work in consultation with the Engineer-in-Charge (Civil). If you are not complete the Agreement and work is not started within 07 (seven) days from the date of receipt of this letter, your tender will be cancelled without giving you any further intimation and this work order shall be treated as cancelled and the earnest money shall be forfeited. Noted that all the terms and conditions as per N.I.O.T. are abided by you. Work value is for Rs.36,03,063.75 (Rupees thirty-six lakh three thousand sixty-three and paise seventy-five) only. Payment shall be made as per availability of fund. He is also requested to give an intimation letter to the undersigned about the commencement of the work. The work is to be done under the supervision of Engineer-in-Charge (Civil). Time is essence of this contract. The Scheduled work is to be completed within 240 (two hundred forty) days from the date of issue of this "INTIMATION-CUM-WORK-ORDER".

Received

M/S. Haraprasad Construction Co.
 Monoranjan Mondal
 26.4.22 Proprietor.

QC

[Signature]

Executive Officer,
 Digha Sankarpur Development Authority
 & Spl. Officer, Urban Dev. & M.A. Deptt.

[Signature] Contd.../p2.

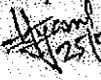
No. 172 (5)/EM-308/DSDA/2022.

Copy forwarded to :-

1. Sri Chandan Kumar Jana, Executive Engineer DSDA. He is requested to supervise the whole work so that the work may be executed smoothly.
2. Shri Manas Mukul Ray, Assistant Engineer, DSDA. He is requested to Supervise and execute the whole work and also prepared Bill for the same.
3. Sri Subrata Jana, Sub-Assistant Engineer (Civil), DSDA. He shall be responsible for day to day monitoring of the progress of the work and to look after the quality aspect of the work.
4. Sri Aswini Kumar Jana, Work Assistant, DSDA.
5. The Accountant, DSDA.

Dated : 26 /04/2022.


Executive Officer,
Digha Sankarpur Development Authority
& Spl. Officer, Urban Dev. & M.A. Deptt.


25/04/22

No. 172 (5/2)/EM-308/DSDA/2022.

Copy to:-

- 1). The Hon'ble Chairman, DSDA & D.M. Purba Medinipur for his kind information.
- 2). The Assistant Labour Commissioner, At-Manoharchawk, P.O. & P.S.-Contal, Dist:-Purba Medinipur for information.

Dated : 26 /04/2022.


Executive Officer,
Digha Sankarpur Development Authority
& Spl. Officer, Urban Dev. & M.A. Deptt.


25/04/22

DIGHA SANKARPUR DEVELOPMENT AUTHORITY
 (A STATUTORY AUTHORITY OF THE GOVT. OF WEST BENGAL)
 P.O.-DIGHA, DIST.-PURBA MEDINIPUR, PIN CODE-721463
 www.dsd.gov.in, E-Mail ID-eodsda@gmail.com.

INTIMATION CUM-WORK-ORDER

Memo No. 487/EM-309/DSDA/2022.

Dated : 29.06.2022.

From : The Executive Officer,
 Digha Sankarpur Development Authority,
 Digha, Purba Medinipur.

To : M/S. Haraprasad Construction Co.,
 Prop.-Monoranjan Mondal,
 Shibalay Road, P.O.-Digha,
 P.S.-Digha Mohana Coastal,
 Dist.-Purba Medinipur.

Sub : "Proposed MRF and Segregated Waste Unit Platform at
 Scientific Solid Waste Management Project" under DSDA.

Ref : No.-E-029/DSDA/2021-22, (On-Line), Dated-17.03.2022 (3rd Call).

This is to inform him that the rate quoted by him i.e. 6.17% (six point one seven) per cent less than the Tender Value i.e. Rs.88,50,579.00 (Rupees eighty-eight lakh fifty thousand five hundred seventy-nine) only has been accepted by the Digha Sankarpur Development Authority. As such it is requested to please cause necessary action for execution of an agreement on non-judicial stamp paper worth Rs.500.00 (Rupees five hundred) only (the cost of which is to be borne by him) immediately before execution of the work. Subject to fulfillment of this precondition you are requested to take all necessary steps for immediate commencement of the scheduled work in consultation with the Engineer-in-Charge (Civil). If you are not complete the Agreement and work is not started within 07 (seven) days from the date of receipt of this letter, your tender will be cancelled without giving you any further intimation and this work order shall be treated as cancelled and the earnest money shall be forfeited. Noted that all the terms and conditions as per N.I.T. are abided by you. Work value is for Rs.83,04,498.28 (Rupees eighty-three lakh four thousand four hundred ninety-eight and paisa twenty-eight) only. Payment shall be made as per availability of fund. He is also requested to give an intimation letter to the undersigned about the commencement of the work. The work is to be done under the supervision of Engineer-in-Charge (Civil). Time is essence of this contract. The Scheduled work is to be completed within 300 (three hundred) days from the date of issue of this "INTIMATION-CUM-WORK-ORDER".



Executive Officer,
 Digha Sankarpur Development Authority
 & Spl. Officer, Urban Dev. & M.A. Deptt.

 Contd.../p2.



No. 487 (5)/EM-309/DSDA/2022.

Copy forwarded to :-

1. Sri Chandan Kumar Jana, Executive Engineer (Civil), DSDA. He is requested to supervise the whole work so that the work may be executed smoothly.
2. Shri Mahim Maikap, Asistant Engineer (Civil-I), DSDA. He is requested to Supervise and execute the whole work and also prepared Bill for the same.
3. Sri Abanti Kumar Bar, Sub-Assistant Engineer (Civil), DSDA. He shall be responsible for day to day monitoring of the progress of the work and to look after the quality aspect of the work.
4. Sri Aswini Kumar Jana, Work Assistant, DSDA.
5. The Accountant, DSDA.

Dated: 29 /06/2022.


Executive Officer,
Digha Sankarpur Development Authority
& Spl. Officer, Urban Dev. & M.A. Deptt.

No. 487 (5/2)/EM-309/DSDA/2022.

Copy to:

- 1). The Hon'ble Chairman, DSDA & D.M. Purba Medinipur for his kind information.
- 2). The Assistant Labour Commissioner, At-Manoharhark, P.O. & P.S.-Contai, Dist.-Purba Medinipur for information.

Dated: 29 /06/2022.


Executive Officer,
Digha Sankarpur Development Authority
& Spl. Officer, Urban Dev. & M.A. Deptt.

Memo. No. 1521 /A.Sc-139/DSDA/22

Dated, Digha, the 23rd Nov. 22

From : The Executive Officer,
Digha Sankarpur Development Authority
& Spl. Officer, U.D.&M.A. Deptt.
Digha :: Purba Medinipur.

To : The Director,
State Urban Development Agency,
Ilgus Bhawan, H.C. Dak, Sector-3
Kolkata- 700 106.

Sub : Rescheduled of land in respect of proposed S.W.M. Project in Digha.

Sir,

This is to inform you that the earlier proposed site for the establishment of S.W.M Project in Digha had to be cancelled due to resistance of local people. In this circumstances, a new site has been selected for setting up the 'Solid waste Management Project' in Digha.

The detailed land schedule is given below.
Mouza- Paschim Gadadharpur, J.L. No.- 78, P.S.- Digha(Ramnagar)

R.S. Plot No.	L.R. Plot No.	Classification Of Land	Total area(Dec.)
265(Part)	309	lhav Ban	74.00
266(Full)	310	Do	65.00
267(Part)	311	Do	17.00
262(Part)	305	Do	36.00
271(Full)	315	Do	09.00
273(Part)	317	Do	94.00
279(Part)	324	Do	249.00

Co-Ordinates of the S.W.M Project as per attached sketch map.

A	B	C	D
21.618°N	21.617°N	21.617°N	21.618°N
87.494°E	87.894°E	87.494°E	87.494°E

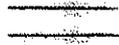
The concerned R.O.R & sketch map of the land are also enclosed for your kind perusal & taking necessary action.
Encls: As stated above

Yours faithfully,

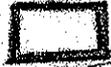

Executive Officer
Digha Sankarpur Development Authority
& Spl. Officer, U.D. & M.A. Deptt.

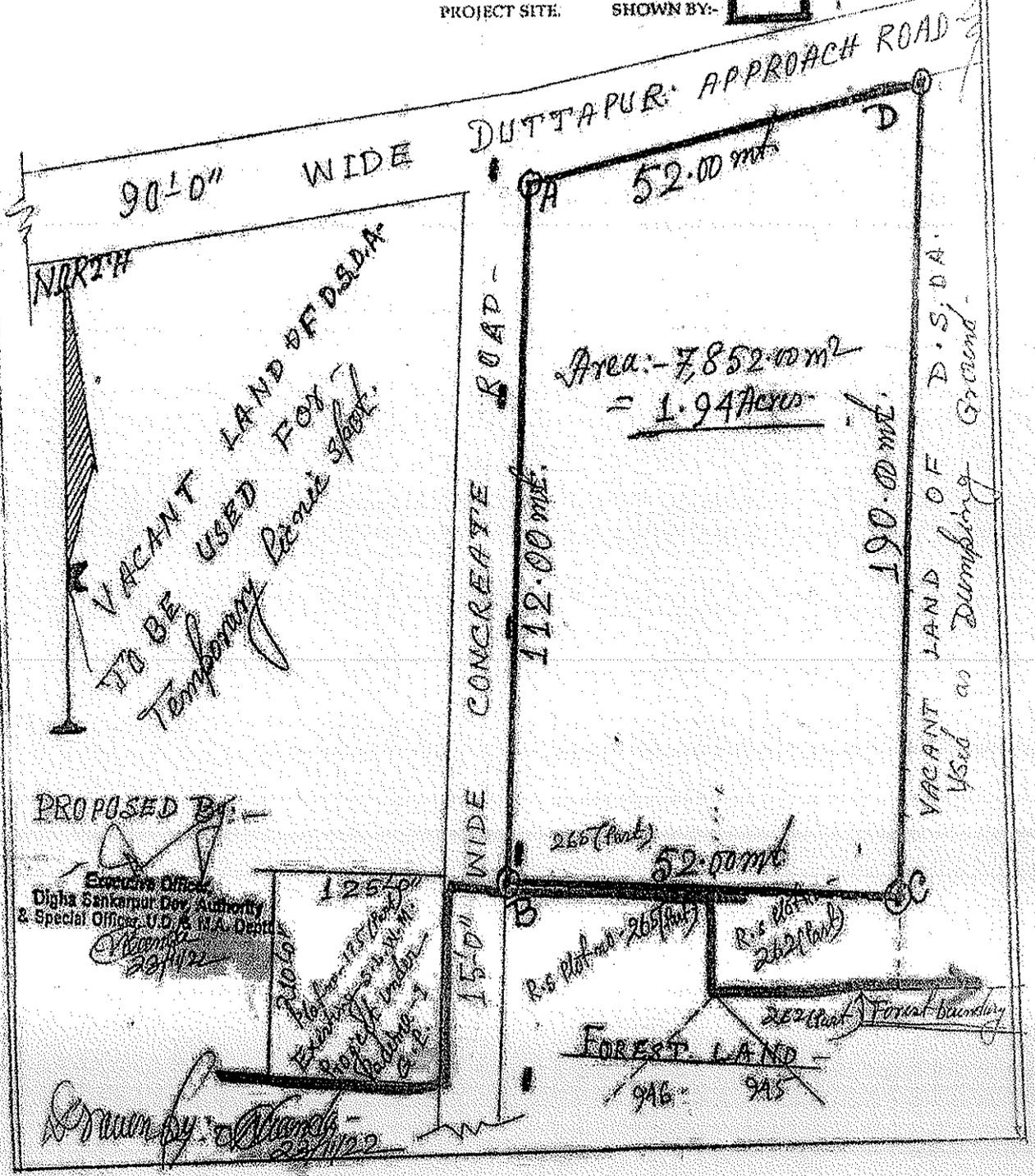
A SKETCH MAP SHOWING THE LOCATION & DIMENSIONS OF ALTERNATIVE SITE IN MOUZA PASCHIM GADADHARPUR, J.L. NO.-78, P.S.-DIGHA(RAMNAGAR), PROPOSED FOR "SOLID WASTE MANAGEMENT PROJECT" UNDER DSDA NOT TO SCALE

Ref: 1) EXISTING ROAD ALINGMENTS

SHOWN BY: 

2) PROPOSED ALTERNATIVE S.W.M. PROJECT SITE

SHOWN BY: 



50/30 - 100

১৪ সিলদাপুর ১৪২১০৭০
 ৩৬ বলাবাপুর ৪৮
 ১.৩৪১.০০ ১১০
 ১১-৪.৮৪

দীর্ঘা শংকরপুর উন্নয়ন সংস্থা
 *** অফিস পুশাসক

১৪২১	বাড়িবন	০.১৮	১.০০০০	০.১৮
১৪২২	বাড়িবন	০.০০	১.০০০০	০.০০
১৪২৩	বাড়িবন	০.১৪	১.০০০০	০.১৪
১৪২৪	বাড়িবন	০.০৪	১.০০০০	০.০৪
১৪২৫	বাড়িবন	০.০৪	১.০০০০	০.০৪
১৪২৬	বাড়িবন	১.০০	১.০০০০	১.০০
১৪২৭	বাড়িবন	০.০৯	১.০০০০	০.০৯
১৪২৮	বাড়িবন	০.১০	১.০০০০	০.১০
১৪২৯	বাড়িবন	০.৪০	০.৬০০০	০.৪০
১৪৩০	বাড়িবন	০.৫৯	০.৬০০০	০.৫৯
১৪৩১	বাড়িবন	০.৫৮	০.৬০০০	০.৫৮
১৪৩২	বাড়িবন	০.৫৭	১.০০০০	০.৫৭
১৪৩৩	বাড়িবন	০.১৪	১.০০০০	০.১৪
১৪৩৪	বাড়িবন	০.০১	১.০০০০	০.০১
১৪৩৫	বাড়িবন	০.০০	১.০০০০	০.০০
১৪৩৬	বাড়িবন	০.৫০	১.০০০০	০.৫০
১৪৩৭	বাড়িবন	০.০১	১.০০০০	০.০১

~102

A/19

Fixing of seperate Dust Bin Holder

B-16



GPS Map Camera

Digha, West Bengal, India

Sea Beach Rd, Gadadharpur, Digha, West Bengal 721428, India

Lat 21.621672°

Long 87.520882°

25/08/22 11:59 AM



Front line workers



GPS Map Camera

Digha, West Bengal, India

JGC2+PJW, Sea Beach Rd, New Digha, Digha, West Bengal

721428, India

Lat 21.62209°

Long 87.501666°

21/08/22 02:13 PM

Orientation of Association of Bus (SBSTC)



GPS Map Camera

Digha, West Bengal, India

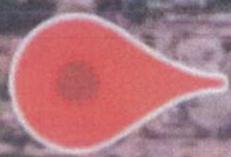
JGC4+JRF, New Digha Sea Beach Rd, New Digha,

Digha, West Bengal 721428, India

Lat 21.621575°

Long 87.507023°

23/11/22 01:08 PM GMT +05:30



Google

105

A

Orientation of AUTO & TOTO Association



GPS Map Camera



ket

Olu Digha
Sea Beach

Google

Digha, West Bengal, India

JGFF+FF6, Shibalay Rd, Gadadharpur, Digha, West Bengal 721428,

India

Lat 21.623676°

Long 87.523531°

10/08/22 05:34 PM

c-107c

A/16

Orientation of Govt. Institution



GPS Map Camera

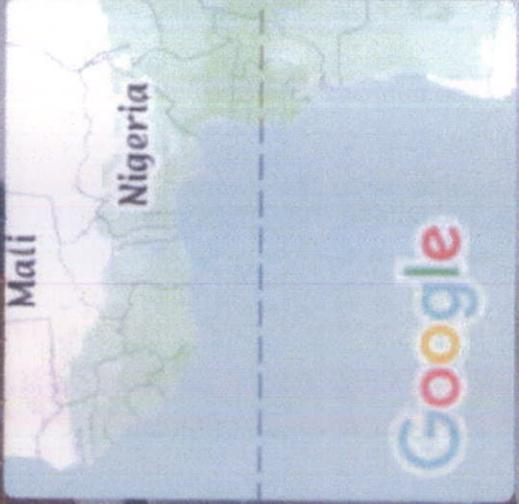
Khadalgobra, West Bengal, India

JGM9+QXH, Khadalgobra, West Bengal 721428, India

Lat 21.63479°

Long 87.518642°

07/10/22 01:16 PM



shop to shop sensitisation programme



108

A/16

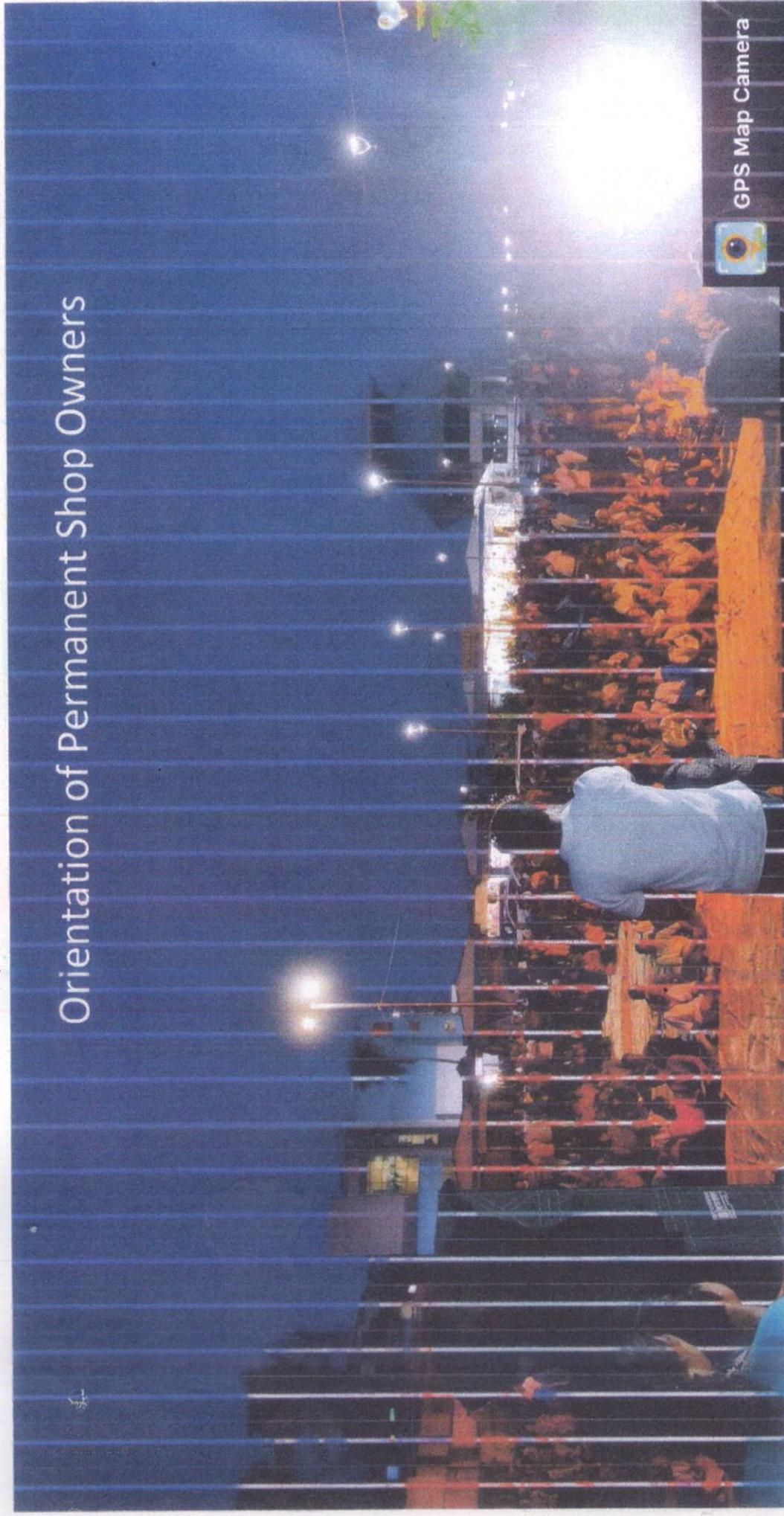
Orientation of Hotel & Restaurant Staff



1105

Orientation of Permanent Shop Owners

A/16



GPS Map Camera

arket

Old Digha
Sea Beach

Digha, West Bengal, India

Nehru Market, Old Digha, JGFF+55F, Gadadharpur, Digha, West Bengal

721428, India

Lat 21.623074°

Long 87.522987°

26/09/22 05:51 PM

Orientation of Market Committee (Sabujer Haat)



সবুজের হাট

Orientation of Permanent Shop owner

SCIENTIFIC SOLID WASTE MANAGE
FOR AN Initiative for Training Agency
SANKARPUR DELE

शुद्धता ही विकास
का आधार है



Orientation of Association of Bus



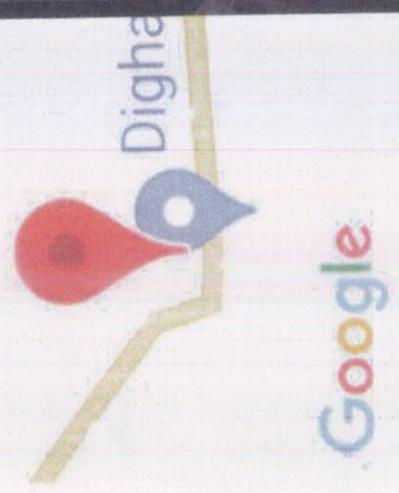
Sanabajipur, West Bengal, India

JFCP+P3W, SH 57, Duttapur, Sahabajipur, West Bengal 721428, India

Lat 21.621957°

Long 87.484864°

06/10/22 12:50 PM



GPS Map Camera

113

-114 -

A/16



A/15/16

-115-



-116-

~~A/16, A/18~~
A/17, A/19





GPS Map Camera



Khadalgobra, West Bengal, India

JGFF+77M Digha, Nehru Market, Old Digha, Gadadharpur, Khadalgobra,

West Bengal 721428, India

Lat 21.623049°

Long 87.523141°

26/09/22 05:40 PM

DIGHA SANKARPUR DEVELOPMENT AUTHORITY
P.O. NEW DIGHA, DIST-PURBA MEDINIPUR
PIN :: 721463

Phone No. 03220-266001,
Fax No. 03220-266273
E-mail ID: eodsda@gmail.com

A/20

Memo, No. 1516 /XXX - 158 /DSDA/2022

Dated, Digha, the 22nd Nov, 2022

From : The Executive Officer,
Digha Sankarpur Development Authority
& Spl. Officer, U.D.&M.A. Deptt.
Digha :: Purba Medinipur.

To : The Executive Engineer,
Public Health Engineering Directorate,
Tamluk Division,
Tamluk, Purba Medinipur.

Sub : Administrative approval for the work "Special Repair of Digha Sanitary Sewerage Scheme of DSDA, Ramnagar-I Block under Digha Sub-Division of Tamluk Division, PHE Dte. (Within the Purba Medinipur District)".

Ref: Your letter Memo No. 853/TD dated 20.07.2022

Sir,

With reference to the above, this is to inform you that the Board of DSDA in its meeting held on 19.09.2022 has accorded the Administrative Approval & financial sanctioned from its Own Fund for the Project mentioned above amounting to Rs. 2,34,82,071.00 (Rupees Two Crore Thirty-four Lakh Eighty-two Thousand Seventy-one) only in favour of your organization.

Accordingly, you are requested to kindly take necessary steps to execute the said work as early as possible as sewage treatment has become a major problem for Digha now. Besides, as Jagannath Dham Sankriti Kendra is going to be functional within a very short period of time, treatment of sewage coming out from the complex should also be kept in mind.

Yours faithfully,



Executive Officer
Digha Sankarpur Development Authority
& Spl. Officer, U.D.&M.A. Deptt.

Memo, No. XXX - 158 /DSDA/2022

Dated, Digha, the 22nd Nov, 2022

Copy forwarded for information to :-

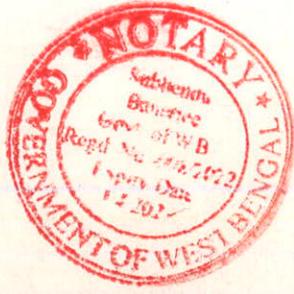
- 1) The Hon'ble Chairman, DSDA & District Magistrate, Purba Medinipur.
- 2) The Superintending Engineer, Western Circle, Public Health Engineering Directorate.



Executive Officer
Digha Sankarpur Development Authority
& Spl. Officer, U.D.&M.A. Deptt.



BEFORE THE HON'BLE
NATIONAL GREEN TRIBUNAL
EASTERN ZONE BENCH,
KOLKATA



O. A. NO. 151/2022/EZ

In the matter of:

Subhas Datta ... Applicant

-Vs-

The State of West Bengal &
Ors. ... Respondents

AFFIDAVIT ON BEHALF OF
THE RESPONDENT No. 05,
THE DIGHA SHANKARPUR
DEVELOPMENT AUTHORITY

SOUMYA MUKHERJEE
Advocate

Email: soumya.97.mukherjee@gmail.com

Mob: 9830511997.

03 FEB 2023