

BEFORE THE NATIONAL GREEN TRIBUNAL
EASTERN ZONAL BENCH AT KOLKATA

DLPC DEVELOPER PRIVATE LIMITED

Director

O.A. No. 151 of 2022

In the matter of:-

Subhas Dutta,

.... Applicant

-Versus-

The State of West Bengal and Ors

..... Respondents



COUNTER AFFIDAVIT ON BEHALF OF ADDED RESPONDENTS No. 14

I, Pradip Kumar Das, son of Sri Sambhu Charan Das, aged about 42 years, working for gain at City Center, Haldia, Village – Debhog, P.S – Bhabanipur, District – Purba Medinipur, Pin – 721656, and being the director of the added respondent no. 14 herein and being the authorized signatory do hereby solemnly state and say as follows :-

1. I am the added respondent no. 14 in the aforesaid original application and as such I am well acquainted with the facts and circumstances involved in the present case and I am competent to sign, make and affirm the present affidavit and I am competent to do so.

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Director

2. I say that a copy of the purported Original Application (hereinafter referred to as the said "said application") as filed by the applicant herein come to my knowledge in the month of January, 2024, and that an application for addition of party in the instant application was filed by me in the month of April, 2024 and thereafter vide order dated 04.07.2024, the impleadment application as filed by me was allowed by the Hon'ble Bench of this Tribunal, and that a direction was passed directing me to file a Counter affidavit to the original application and in obedience to such order, the instant affidavit is being filed.

3. I say that I have been advised to deal with such statements and/or contentions and/or allegations which are necessary for the proper adjudication of the present case and as such save and except what are the matter of record and save and except what would appear therefrom, I deny and dispute each and all statements and/or contentions and/or allegations made in the said application and I put the deponent to the strict proof thereof.

4. I say that upon perusal of the averments/contentions/ statements / allegations contained and stated in the said application, it transpires that the said application is bereft of any cogent materials in support of the claim as made by the applicant herein.



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5. At the very outset, I say that the deponent has made vague, baseless and irrelevant averments in the said application, and as such the statements made therein are denied and disputed and may not be taken note and/or considered and/or relied upon by this Hon'ble tribunal.

6. That I have been advised to indicate the following facts for appropriate and proper adjudication of the said application:

a. It is stated that in the year 2020, Digha Sankarpur Development Authority (hereinafter referred to DSDA in short) had invited online EOI for the licenseeship of Amenity centre, Toilet Complex, Parking Facilities, Organising Cultural Programmes & some amusement activities at "Dheu Sagar" under DSDA. The said document in no unambiguous terms contemplated that any change in establishment use pattern other than those so specified will not be allowed.

Copy of the said EOI dated 04.09.2020, is annexed hereto and marked as "R/14-1".

b. The said EOI documents also clearly specifies that the licensee shall not be allowed to alter or modify any buildings or any area.



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c. The said EOI clearly delineates that the waste material so generated for running the said business will be handled by the agency/concerns as per the guidelines by DSDA. No waster materials should be allowed to decompose or disposed off inside the building complex, for maintaining ecological balance and no littering will be allowed under any circumstances. It is stated that there exists a comprehensive waste management plan, wherein the waste is being collected by the DSDA on daily basis, and that there has been no deviation on this issue by the respondent herein.

d. It is stated that the present respondent is merely a licensee of the DSDA in regards to the Dheu Sagar Project. The respondent has been merely entrusted to operate the said complex, and that the same does not confer any ownership rights, which has been completely retained by the DSDA, as evident from the perusal of the clauses as contained in the EOI.

e. It is further stated that from a perusal of the affidavit as filed by the respondent no. 2, in the instant application, it transpires that the licensee, i.e. DSDA, vide memo dated 01.12.2022, had opined that the instant project comprises of as follows:

- a) Pathway is made of ceramic tiles.
- b) This is not a resort. This is basically some stalls for promotion of local handicrafts, an office room surrounding



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toilet block. The upper portion is built of corrugated sheet & PVC materials and wood.

c) These are temporary structures made of container, wood, corrugated sheet etc. and all are easily removable structures.

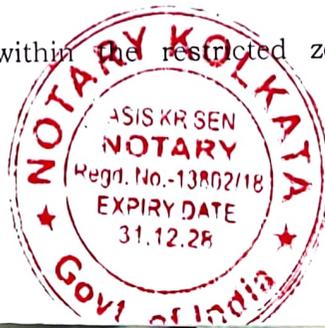
d) Temporary structures are made of glass, ACB, PVC material, wood, structural beams.

e) Purely temporary structures made of container, corrugated sheets, glass, ACB, Wood etc.

f) Purely temporary structure made of corrugated sheets, glass, ACB etc. No concrete roof is there, 2 ½ bricks wall is there at foundation.

I crave leave of this Hon'ble Tribunal to make elaborate submission on this aspect at the time of hearing of this application if necessary.

f. I say that from the perusal of the report as prepared by Institute of Environmental Studies and Wetland Management, as appended to the affidavit filed by the respondent no.2, it is stated that the areas within which the jurisdiction of any development authority are considered as CRZ-II, and accordingly delineated to DSDA, and that part of AOI i.e. Area of Interest lies within the CRZ-II. Thus, from the said paragraph, it is clear that the project as operated by the licensee does not falls within the ambit of restricted zone as contemplated in CRZ 2011 Regulations as well as CRZ 2019 regulations. It is further stated that areas within the restricted zone have been



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earmarked as "No Development Zone" (NDZ), which attracts restriction for developmental activities other than the prescribed exceptions.

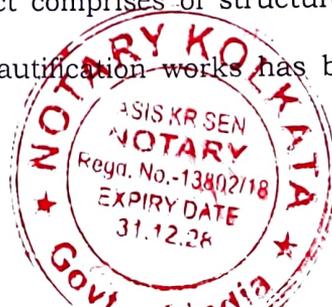
7. With reference to the contentions made in paragraph no. 1 to 3, of the said application, the same relates to the credentials of the applicant, and there is nothing to deny or dispute herein.

8. In regards to the statements made in paragraph 4 and 5 of the said application, I say that the same are generic statements, and as such save and except what are the matter of record and save and except what would appear therefrom, I deny and dispute each and every contention made therein.

9. In regards to the statements made in paragraphs 6-10, I repeat and reiterate the statements as made in foregoing paragraphs of this affidavit. I further say that the respondent herein is merely a licensee of DSDA in respect of DHEU SAGAR project, and that the no constructions as has been portrayed in the original application has been made at the behest of the deponent herein. It is further stated that the nature of the project has been succinctly indicated by the respondent no.2 in their affidavit, wherein it has been indicated that the instant project comprises of structures which are temporary in nature and that the beautification works has been done by

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maintaining all natural features like dune, trees etc. It is also stated that the instant project is not a resort but an assimilation of numbers of individual stalls aiming at promotion for local handicraft. It is stated that all the constructions as made within the said premises, complies with the CRZ notification as published till date.

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I crave leave of this Hon'ble tribunal to make appropriate submission on this aspect at the time of hearing of this application if necessary.

10. In regards to the statements as made in paragraph 11 - 25, I refrain from making any comments thereto as the same does not fall within my domain.

11. That the grounds taken in the said application are baseless, devoid of any substance and cannot be accepted as a valid ground for appropriate adjudication of the matter in relation to the act of operating a project as a licensee, and in this context, I repeat and reiterate the statements in the aforesaid paragraphs of this rejoinder.

12. The prayers made in the instant original application are denied and disputed by me. In this context I repeat and reiterate the statements made in aforesaid paragraphs of this Affidavit and the prayers made in the said application are not germane to the issues involved, accordingly the same cannot be allowed due to the reasons as indicated above.



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18. That the statements made in paragraphs 1 to 10 are true to my knowledge and the rest are my humble submissions before this Hon'ble Tribunal.

Asis Kumar Sen
DEPONENT

Identified by you
Pankajit Lakshmi
Advocate

Solemnly affirmed and declared
before me on identification

Asis *vs.* *Sen*
ASIS KUMAR SEN
City Civil Court, Kolkata
Notary
No -13802/18

21 AUG 2024



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-ANNEXURE-"A"

DIGHA SANKARPUR DEVELOPMENT AUTHORITY

(A Statutory Authority of Govt. of West Bengal under
Urban Development & Municipal Affairs Department)

Online E.O.I. invited for the Licenseeship of Amenity Centre, Toilet Complex,
Parking facilities, organizing Cultural Programmes & some amusement activities
at "Dheu Sagar", under DSDA

Administrative Building
Digha Sankarpur Development Authority
Digha New Township :: Purba Medinipur

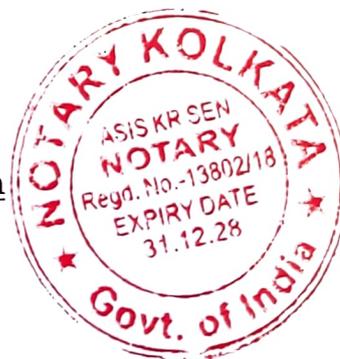
Pin - 721463

Ph - 03220 266 001

Fax - 03220 266 273

web : www.dsda.org.in

Email : eodsda@gmail.com



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Office of the
Executive Officer
Digha Sankarpur Development Authority
Digha New Township :: Purba Medinipur

Dated 04.09.2020

EOI No. 001/DSDA/2020-2021

E.O.I. NOTICE

EOI FOR THE ONLINE E.O.I. INVITED FOR THE LICENSESHIP OF AMENITY CENTRE,
TOILET COMPLEX, PARKING FACILITIES, ORGANISING CULTURAL PROGRAMMES &
SOME AMUSEMENT ACTIVITIES AT "DHEU SAGAR", UNDER DSDA

Office of issue : Executive Officer, Digha Sankarpur Dev. Authority
EOI No. : 001/DSDA/2020-2021
EOI Document : Details are given below

Digha Sankarpur Development Authority, under the Department of Urban Development, Govt. of West Bengal, invites online EOI for the Licenseeship of Amenity Centre, Toilet Complex, Parking facilities, Organising Cultural Programmes & some amusement activities at "Dheu Sagar", under DSDA, as described in the Schedule below, from the intending persons/organizations for specific purposes as stated therein. Any change in establishment use pattern other than those so specified will not be allowed.

DSDA reserves the right to accept/reject any or all offers at its sole discretion without assigning any reason whatsoever and the same will be binding on the Applicant-Bidders.

Deadline for Submission:

The response to this EOI shall be submitted, not later than 18.09.2020 up to 3.00 P.M through online only namely www.wbtenders.gov.in.

Salient Features are as under:

1.	Scope of work	:	Construction of Children Park, toy train, Boating facility as per specification & at place earmarked by the office of DSDA by the intending agency & to run Amenity Centre, 10 nos. of Stalls in line with Delhi hut, Toilet Complex, Parking facilities etc. & maintain & keep the beautified area neat & clean & also organize cultural programme at Dheu Sagar on every Saturday & Sunday and any other special day.
2.	Amount of Earnest Money	:	Rs. 20,000/- (Rupees Twenty thousand) only
3.	Amount of Security Money	:	Rs. 50,000/- (Rupees fifty thousand) only
4.	Minimum Eligibility Criteria	:	Any intending persons/organizations may participate to this EOI. The applicant is required to prove his/its identity. In case of companies, trusts, Societies, relevant documents of incorporation/registration are required to be submitted. All the mandatory documents shall have to be submitted online.



Schedule of Dates :

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Sl. No.	Activity	Date & Time
1	Date of Issue of EOI	: <u>04.09.2020</u>
2	Document download start date	: 04.09.2020 at 6.00 P.M.
3	Document download end date & time	: 18.09.2020 upto 3.00 P.M.
4	Pre-bid meeting in the Office Room of the Executive Officer, DSDA, Digha	: 09.09.2020 at 2.00 P.M.
5	Bid submission start date	: 09.09.2020 at 4.00 P.M.
6	Last date of online submission of Technical Bid and Financial Bid.	: 18.09.2020 upto 3.00 P.M.
7	Opening of Technical Bid at the office of the Executive Officer, DSDA	: <u>21.09.2020</u> at 3.00 P.M.
8	Opening of Financial Bid at the office of the Executive Officer, DSDA	: <u>Will be informed later.</u>
9	Validity of bid	: 120 days w.e.f the date of opening of EOI.
10	E-Tender/EOI registration and bidding	: <u>ONLINE BIDS :</u> The bidders interested to submit the bid Online shall get registered and get a digital signature as per the procedure described below : <ul style="list-style-type: none"> • Agencies/Bidders who are interested in participating DSDA's e-tenders/EOI are requested to contact the representatives of NIC for registration, computer setting and clarification on e-tendering. • Training on e-tender/EOI can also be availed from Office of the EO, DSDA if desired by the bidder during office hours. • Online EOI can be submitted by logging in www.wbtenders.gov.in or through the official website of DSDA i.e. www.dsda.org.in <u>ONLINE BID SUBMISSION :</u> The Bidders are required to submit the Technical and Financial Bid documents ONLINE i.e. uploading of the documents complete in all respect.
11	Training for submission of EOI online	: Training on submission of Bid in online EOI or etc. will be given to the bidders on request.
12	Important Instructions	: <ul style="list-style-type: none"> • Names of the technically qualified bidders as per the bid criteria after verification with original & evaluation will be displayed in the e-portal, this office notice board and official website. • The financial bid documents of the technically qualified bidders will only be opened. • List of Financial comparison chart of bidders will be published on the next day after opening. EO DSDA reserves the right to reject or cancel any or all pre-qualification documents and bid document without assigning any reason's whatsoever • The intending bidders are requested to inspect the site before quoting their rates.



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Who can apply :

Any individual or company or private entity can apply for the EOI. But the applicant is required to prove his/its identity. In case of companies, trusts, Societies, relevant documents of incorporation/registration are required to be submitted.

Period of License :

The license period will be of 01(One) year which may be renewed for another 8(eight) years subject to satisfactory performance of the licensee alongwith regular payment of license fees in advance and also due approval of the DSDA.

Selection Procedure :

DSDA shall take up the technical evaluation on the above mentioned parameters in the respective eligibility criteria.

Evaluation of Bids:

The Bids would be opened in the manner as stated below:

- Bids would be opened in following manner :-
 - i) Technical Bid.
 - ii) Financial Bid.
- Technical Bid shall be opened first.
- The Financial Bid will be opened for those Bidders who are technically qualified.

The highest bid of the EOI shall only be considered. All other bids/offers for the above EOI shall be declared as unsuccessful and the earnest money would be refunded accordingly.

Fixation of Reserve Price :

There shall be a Reserve Price of Rs. 10,00,000.00(Rupees Ten Lakh) only.

Information to the Bidders(ITB) :

1. **Request for EOI**
Request for EOI paper is to be placed online only through the Website www.wbtenders.gov.in
2. **Submission of EOI**
The EOI will be submitted in two bid system i.e. Technical bid & Financial bid.
3. **Online Bid submission procedure :**
 - i) **Registration of Contractor:** Agencies/Bidders who are interested in participating DSDA's EOI will have to be enrolled & registered with the Government e-Procurement system, through logging on to <https://www.wbtenders.gov.in> They are requested to contact to the toll free Help-line No. 1800 3070 2232 of National Informatics Centre for registration, computer setting and other clarification on e-tendering.
 - ii) **Digital Signature certificate (DSC):** Each contractor is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) having Signing and Encryption certificate for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount.
 - iii) The contractor can search & download EOI Documents electronically from computer once he logs on to the website www.wbtenders.gov in using the Digital Signature Certificate. This is the only mode of collection of EOI Documents.

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- iv) **Submission of EOI** : General process of submission, EOI are to be submitted through online to the stipulated website in two folders at a time, one in Technical Bid & the other is Financial Bid before the prescribed date & time using the Digital Signature Certificate(DSC). The documents are to be uploaded duly digitally signed. The documents will get encrypted(transformed into non readable formats).

3.1 TECHNICAL BID

Technical Proposal:

The Technical proposal should contain scanned copies of the following in two covers(folders).

(a). **Technical Cover Containing the following documents**

- i) EOI (download properly and upload the same Digitally Signed)
- ii) Bidders file (Annexure)

(b). **My Document[OID Cover] Containing :**

All mandatory documents.

3.1.1 Receiving documents :

Relevant EOI documents must be uploaded online for participating in this EOI. If the mandatory documents are not submitted online within the stipulated date & time, then bid of the applicant shall summarily be rejected and the bid offer shall not be opened. The Details of Mandatory Documents are given below :

Mandatory Documents :

- i) Name and address, registration in detail of Concern / Agency/Individual with name of proprietor or partner, Trade License etc.
- ii) PAN Card.
- iii) Voter Identity Card.
- iv) Aadhaar Card.
- v) Audited balance sheet of last 03(three) financial years i.e. 2017-18, 2018-19 & 2019-20.
- vi) Income Tax Return of Last 03(three) financial years.
- vii) G.S.T. Registration Certificate.
- viii) Latest G.S.T. return.

Note: The EOI will be summarily rejected if any of these documents are not submitted online. Original documents shall have to be shown if required by the authority.

3.1.2 Earnest Money Deposit (EMD) :

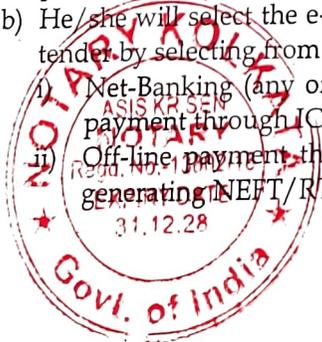
Intending bidders desiring to make payment of earnest money (EMD) on-line, should beforehand read the instructions carefully, particularly in the challan generated by the system of e-tender/e-procurement, if opted for EMD payment through RTGS/NEFT.

A) Login by bidder :

- a) A bidder desirous of taking part in a e-tender invited by a State Government shall login to the e-Procurement portal of the Government of West Bengal using his/her login ID and password using valid DSC.

- b) He/she will select the e-tender to bid and initiate payment of pre-defined EMD for that e-tender by selecting from either of the following payments modes :

- i) Net-Banking (any of the banks listed in the ICICI Bank Payment Gateway) in case of payment through ICICI Bank Payment Gateway;
- ii) Off-line payment through bank accounts in any Bank approved by RBI in India by generating NEFT/RTGS challan from the e-tendering portal.



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B) EMD payment procedure :

a) Payment by Net Banking (any listed bank) through ICICI Bank Payment Gateway :

- i) On selection of net banking as the payment mode, the bidder will be directed to ICICI Bank Payment Gateway webpage (along with a string containing a Unique ID) where he/she will select the Bank through which he/she wants to do the EMD on-line transaction.
- ii) Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.
- iii) Bidder will receive a confirmation message regarding success/failure of the transaction.
- iv) If the transaction is successful, the amount paid by the bidder will get credited in the respective Pooling account of the State Government maintained with the Focal Point Branch of ICICI Bank for collection of EMD against unique codes for identification of the tendering authority.
- v) If the transaction is failure, the bidder will again try for payment by going back to the first step.

b) Payment through RTGS/NEFT :

- i) On selection of RTGS/NEFT as the payment mode, the e-procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.
- ii) The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his/her own Bank account.
- iii) Once payment is made, the bank would provide an "UTR remittance number" for successful transaction with which the bidder will come back to the e-Procurement portal after expiry of 2 to 3 bank working days to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue with his/her bidding process.
- iv) If verification is successful, the funds get credited to the respective Pooling account of the State Government maintained with the Focal Point Branch of ICICI Bank for collection of EMD.
- v) Hereafter, the bidder will go to e-Procurement portal for final e-submission of his/her bid within pre-assigned last date of submission of e-tender.
- vi) If the payment verification is unsuccessful, the amount will be returned automatically by the system to the bidder's account.

Note : EMD payment made through RTGS/NEFT would require additional 2 to 3 bank working days after date of transaction in the bank before the procedure is completed for enabling the bidder to continue with the bidding process in the on-line e-tender final bid submission.

Thus, the bidder is to take precaution in case of RTGS/NEFT transfers so that the entire process of submission of e-tender is completed within last date of on-line submission of his/her tender. However, Net-banking transaction through ICICI bank payment Gateway would be on real time basis.

C) Refund/Settlement Process for EMD :

- i) After opening of his/her bids and technical evaluation of the same by the Tender Inviting Authority through electronic processing in the e-Procurement portal of the State Government, the tender inviting authority will declare the status of the bid as successful or unsuccessful which will be made available along with the details of the unsuccessful bidders to ICICI Bank by the e-Procurement portal through web services.
- ii) On receipt of the information from the e-Procurement portal, the Bank will refund through an automated process the EMD of the bidders disqualified at the technical evaluation to the respective bidders' bank accounts from which they made the on-line



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EMD transaction. Such refund will take place within T+2 Bank working days where T will mean the date on which information on rejection of bid is uploaded to the e-Procurement portal by the Tender Inviting Authority.

- iii) Once the financial bid evaluation is electronically processed in the e-Procurement portal, EMD of the technically qualified bidders other than that of the H1 and H2 bidders will be refunded, through an automated process, to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank working days where T will mean the date on which information on rejection of financial bid is uploaded to the e-Procurement portal by the tender inviting authority. However, the H2 bidder should not be rejected till the LOI process is successful.
- iv) If the H1 bidder accepts the LOI and the same is processed electronically in the e-Procurement portal, EMD of the H2 bidder will be refunded through an automated process, to his/her bank account from which he/she had made the payment transaction. Such refund will take place within T+2 Bank working days where T will mean the date on which information on Award of Contract (AOC) to the H1 bidder is uploaded to the e-Procurement portal by the Tender Inviting Authority.
- v) As soon as the H1 bidder is awarded the contract (AOC), the same is processed electronically in the e-Procurement portal for transfer credit to Government Receipt under Public Accounts through GRIPS where under the security deposit to be collected would also be deposited in connection with the work.
- vi) All refunds will be made mandatorily to the Bank account from which the payment of EMD and Tender Fees (if any) were initiated.
- vii) If the e-tender is cancelled, then the EMD would be reverted to the original bidders account automatically after such cancellation order is affected online by the Tender Inviting Authority.

Payments Terms :

- 1) The Yearly License fees shall have to be deposited with DSDA within 07 days from the date of notification of the successful Bidder as stated. In the event of any change in aforesaid date, the same will be notified to the Successful Bidder(s) by e-mail.
- 2) The selected licensee shall have to make payment every year's license fees to the Authority in advance. The fees shall be payable to the Executive Officer, Digha Sankarpur Development Authority & Spl. Officer, Urban Development and Municipal Affairs Department, Digha, Purba Medinipur or to such officer as the Authority may in that behalf appoint.
- 3) All future taxes/ duties/ levies, etc. and expenses, if any as applicable shall be entirely paid by the Successful Bidder(s).

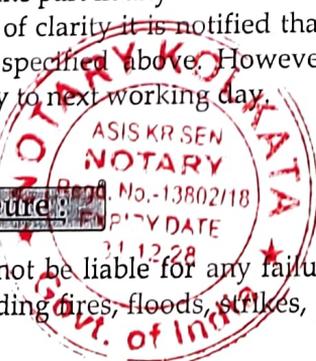
Default in Payment by the Successful Bidder :

In case the License fees is not paid as specified above by the Successful Bidder, he shall not be allowed to take part in any of the bids which may be held by DSDA in future.

For the sake of clarity it is notified that there shall not be any extension of the last date fixed for payment as specified above. However, in case of last day, being holiday it will be extended automatically to next working day.

Force Majeure :

DSDA shall not be liable for any failure or delay in performance due to any cause beyond their control including fires, floods, strikes, go-slow, lock-out, closure, dispute with staff, dislocation of



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normal working conditions, War, riots, epidemics, political upheavals, Governments actions, civil commotion, break down of machinery, shortage of labour acts, demand or otherwise or any other cause or conditions beyond the control of aforesaid causes or not and the existence of such cause or consequence may operate at the sole discretion of DSDA to extend the time of performance on the part of DSDA by such period as may be necessary to enable DSDA to effect performance after the cause of delays will have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

Clarification of applications by DSDA :

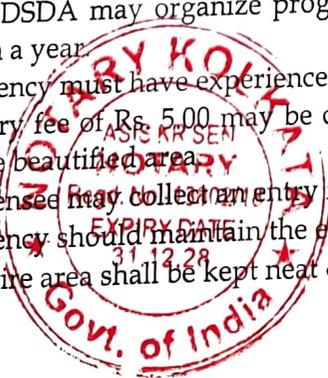
To assist in the examination, evaluation and comparison of applications, DSDA may, at its own discretion ask the company / firm / Individuals for the clarification of its application. The request for the clarification and the response shall be in writing. **However, no post application clarification at the initiative of the company / firm shall be entertained.**

Amendments in documents :

- At any time, prior to the date of submission of Applications, DSDA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective companies / Agency / Concern(s), modify application documents by amendments.
- The amendments shall be notified in www.wbtenders.gov.in and in DSDA's website and these amendments will be binding on the Companies / Concern(s) / Individual(s).
- In order to afford prospective firms / companies etc. a reasonable time to take the amendment into account in preparing their applications, DSDA may, at its discretion, extend the deadline for the submission of applications suitably.
- EOI conditions may be modified after discussion and uploaded on www.wbtenders.gov.in or in DSDA's website. The modifications will be deemed to be part of the original conditions.

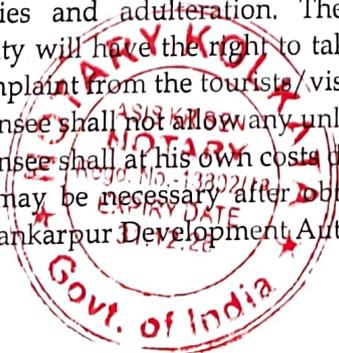
Eligibility of Bidder & General Terms and Conditions :

- The licensee shall have to run the Amenity Centre, Toilet Complex, Toy Train, Children Park, Boating, Parking facilities, maintain & keep the beautified area neat & clean & organize cultural programme at Dheu Sagar on every Saturday & Sunday and any other special day.
- The cultural programme at "Dhue Sagar" shall have to be organized at his/her own expenses in every Saturday & Sunday and any special day from 7.00 P.M. to 10 P.M. by the successful bidder.
- A list of artists for stage performance at "Dheu Sagar" shall be submitted to the Executive Officer, DSDA for approval in advance.
- Govt./DSDA may organize programme as & when required at "Dheu Sagar" at least 10 days in a year.
- The agency must have experience to organize social cultural programme.
- An entry fee of Rs. 5.00 may be collected by the selected bidder from the visitors to enter into the beautified area.
- The licensee may collect an entry fee for visiting Toy Train, Children Park, Boating etc.
- The agency should maintain the entire beautified area at his/her own cost.
- The entire area shall be kept neat & clean all the time.



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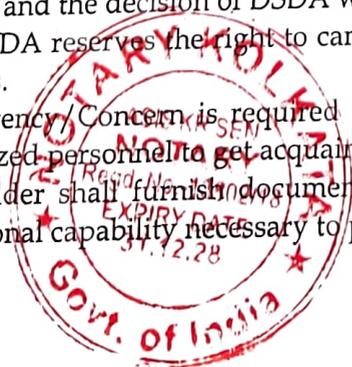
- The officials of DSDA may visit the site any time to inspect the area whether it is in good condition or not. If the area is not neat and clean, the authority reserves the right to cancel the agreement and forfeit the License premium.
- A fee of Rs. 2.00 for using Toilet and Rs. 5.00 for Latrine and Rs. 5.00 for Bath-cum-changing may be collected by the selected licensee from the users per use.
- A fee of Rs. 10/- per hour for Small Car may be collected by the selected licensee from the users for using parking space.
- The bidder shall have to quote clearly the amount he likes to pay per year for the license in Financial Bid(BOQ).
- The licensee shall keep the entire area and its surrounding area in neat, clean, sanitary and good condition and also free from all kinds of nuisance at his own expenses.
- Use of plastics is completely banned in the said premises.
- Selling of alcohol, tobacco products is completely banned in the premises.
- The bidder shall follow the general guidelines as may be suggested by the Executive Officer, DSDA for the convenience of the tourists etc.
- The licensee shall not be allowed to alter or modify any building or any area.
- The license is purely temporary and will not create any right over the area.
- The licensee shall have to pay the electric consumption charges for Amenity Centre & Toilet Complex.
- The licensee shall have to bear, pay and discharge all existing and future rates, taxes, assessments duties impositions and outgoings whatsoever if any payable or assessed in respect of Licensed of the said premises.
- The licensee shall not have the right to assign, transfer charges or sublet the premises in respect of which this leave and license is granted.
- The successful bidder whose offer may be accepted will have to execute an agreement embodying the terms and conditions of the license in the form approved by the Authority within 15(Fifteen) days from the date of intimation of the selection.
- The licensee shall make his own arrangement for necessary furniture and others for running the said amenity centre.
- The Authority reserves the right to reject any or all of the offers received without assigning any reason whatsoever.
- The Authority shall be entitled to terminate license if the services of the licensee be found unsatisfactory on giving one month's notice to the licensee.
- The said amenity centre may be decorated by the selected agencies in his own cost if desired after obtaining written permission from the Executive Officer, DSDA.
- The licensee shall make his own arrangement for necessary furniture and others for running the said amenity Centre.
- After expiry of license period the selected agency/concern/individual may take away all the furniture only which he/she provided.
- The licensee shall make his own arrangement for cooking, crockeries, cooking apparatus etc. as also all furniture required for running said business.
- The licensee shall have to supply fresh, pure, clean and wholesome food free from all impurities and adulteration. The Executive Officer, Digha Sankarpur Development Authority will have the right to take sample of cooked food for examination on receipt of any complaint from the tourists/visitors.
- The licensee shall not allow any unlawful activities in the demised/ licensed premises.
- The licensee shall at his own costs do all such petty repairs of Civil, Electrical and plumbing etc. as may be necessary after obtaining written permission from the Executive Officer, Digha Sankarpur Development Authority in the demised premises.



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- IX -

- A Complaint book shall be maintained by the licensee and presented to the Executive Officer, Digha Sankarpur Development Authority once in a month for checking the remarks of the tourists/visitors.
- The waste materials so generated for running of the said business will be handled by the Agency/Concerns as per guidance of the DSDA. No waste materials should be allowed to decompose or disposed off inside the building complex for maintaining ecological balance and no littering will be allowed under any circumstances.
- After expiry of the said license, the Agency/Concern shall be liable to handover the possession of the said premises to the Authority. Failing which necessary legal action will be taken against the Agency/Concern/Individuals.
- If the Agency/Concern committing any violation of the terms and conditions, the DSDA would be at liberty to terminate the agreement by giving one month's written notice to the Agency/Concern.
- Complete hygiene and Cleanliness has to be maintained in the licensed premises. Any litter thrown anywhere in the complex area due to the activities of the Agency/Concern has to be cleared/collected by the Agency/Concern only.
- The licensee will be liable to clean the area of licensed premises day to day, failing which the authority will have the right to cancel the license and forfeit the license fees at any time by giving 30 days notice.
- Inspection of the licensed premises shall be conducted by a team of experts/officials appointed by DSDA on first of every month. All damages/breakages etc. noticed by this team will be set right by Concern/Agency by tenth of that month failing which DSDA will carry out repairs/renovation works and debit the cost to Concern/Agency.
- The Agency will be solely responsible for all payments and observance and compliance of relevant provision of laws/rules/regulations etc. in respect of his employees and the business of running license of the said premises. DSDA will have no liabilities whatsoever with regard to such statutory compliances and payments.
- The EMD of the successful bidders may be converted to Security Deposit. The rest amount of the Security Deposit will have to deposit with the Authority in the form of Bank Draft in favour of the Executive Officer, DSDA and payable to SBI, Digha Branch before entering into the agreement.
- The appointed Agency / Concern shall abide by all relevant rules and regulations of the Authority as issued from time to time and must obtain all licenses, consents and permits, as may be required for running the business from time to time. The Agency / Concern shall be responsible for adhering to the norms of Environmental regulations. The Agency / Concern shall keep DSDA duly informed about any change in the status of the Agency / Concern.
- The Bid must be submitted online within stipulated date & time mentioned above.
- The possession of the unit shall be delivered after deposition of the license fee in full for the 1st year and execution of agreement.
- The name of the Successful Bidder(s) would be declared through Website. In the event of any change in aforesaid date, the same will be notified to the bidders through website. DSDA reserves the right to reject any or all of the Bids without assigning any reasons thereof and the decision of DSDA would be final and binding on the Bidders.
- The DSDA reserves the right to cancel the EOI for non receipt of reasonable rates from the Bidders.
- The Agency/Concern is required to visit the said Unit and discuss the matter with the authorized personnel to get acquainted about the said projects before submission of offer.
- The bidder shall furnish documentary evidence that he has the financial, technical and operational capability necessary to perform the business.



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Right to accept any application and to reject any or all applications :

DSDA reserves the right to accept or reject any application at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected Agencies/Concerns / companies on the grounds of DSDA's action.

The Change of dates and any other amendment in this regard shall be informed on website of DSDA i.e. www.dsda.org.in and www.wbtenders.gov.in



Executive Officer

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

Memo No. : 4172 /DSDA/2020-21

Dated : 04.09.2020

Copy forwarded for information to:

1. The Hon'ble Chairman, Digha Sankarpur Development Authority
2. The Hon'ble Vice-Chairman, DSDA & M.L.A. - Ramnagar L.A.C.
3. The District Magistrate, Purba Medinipur.
4. The Sub-Divisional Officer, Contai, Purba Medinipur.
5. The Block Development Officer, Ramnagar-I & II & Executive Officer, Ramnagar - I & II Panchayet Samity.
6. The District Informatics Officer, NIC, Purba Medinipur, Tamluk with a request to publish it in the official website of Purba Medinipur District.
7. Reception / Notice Board.



Executive Officer

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



ANNEXURE - I

- 2 -

APPLICATION FOR EOI

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

Ref: - EOI for _____

E.O.I.No. : _____ (Sl. No. ____)/DSDA/ 2020-2021

Dear Sir,

Having examined the Technical cover, OID cover & all other EOI documents, I/we hereby would like to state that I/we will fully accept all your conditions and offer to execute the works as per EOI no stated above. I/We also agree to remedy the defects after/during execution of the above work in conformity with the conditions of contract, specifications, drawings, bill of quantities and addenda.

Dated this _____ day of _____ 202_____

Full name of Bidder / Contractor : _____

Signature : _____

In the capacity of : _____

Duly authorized to sign bids

for & on behalf of (Name of Firm) : _____

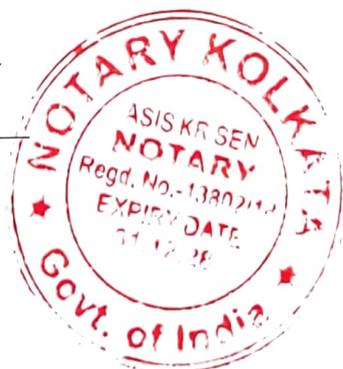
Office address with seal if any : _____

Telephone no(s) (office): _____

Mobile No : _____

Fax No: _____

E mail ID: _____



-X-

ANNEXURE - II
Format for Affidavit

(Affidavit should be executed on a Non Judicial stamp paper of Rs 10/- or such equivalent document duly attested by Notary Public)

- 1) I, _____ the undersigned, do hereby certify that all the statements made in the EOI document are true and correct.
- 2) The undersigned also hereby certifies that neither our firm M/s..... nor any of its directors / constituent partners have abandoned any work in India and / abroad nor any contract awarded to us for such works have been terminated for reasons attributed to us, during last five years prior to the date of this application nor have been barred by any agency of GoI or GoWB from participating in any projects.
- 3) The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary as requested by DSDA to verify this statement or regarding my (our) competence and general reputation.
- 4) The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the DSDA Signed by an authorized officer of the firm Designation of officer with seal.

Date



BEFORE THE NATIONAL GREEN
 TRIBUNAL
 EASTERN ZONAL BENCH AT KOLKATA

O.A. No.151 of 2022/EZB

In the matter of:

Subhas Datta,

.... Applicant

-Versus-

State of West Bengal & Ors.

.... Respondents

-And-

In the matter of:

DLPC Developer Private Limited;

..... Proposed Applicant



**COUNTER AFFIDAVIT ON BEHALF OF
 ADDED RESPONDENTS No. 14**

DEBASHIS KARMAKAR

Advocate, WB/482/2001

12, Old Post Office Street,

Ground Floor, Kolkata – 700 001

debashiskarmakaradv@gmail.com