

X

BEFORE THE NATIONAL GREEN TRIBUNAL
EASTERN ZONE BENCH, KOLKATA
MISCELLANEOUS APPLICATION NO. 22/2023/EZ
IN
ORIGINAL APPLICATION NO. 06/2016/EZ

SUBHAS DATTA

.....APPLICANT

VERSUS

STATE OF WEST BENGAL & ORS.

.....RESPONDENTS

STATUS REPORT IN THE FORM OF AFFIDAVIT BY THE CHIEF SECRETARY,
 GOVERNMENT OF WEST BENGAL.

INDEX

SL No	PARTICULARS	ANNEXURE	PAGE
1.	Affidavit		1-6
2.	Report of Kolkata Metropolitan Development Authority	"R1"	7-21

Filed by:

Sibojyoti Chakrabarti
 (SIBOJYOTI CHAKRABARTI)

Advocate
 Calcutta High Court



X

BEFORE THE NATIONAL GREEN TRIBUNAL
EASTERN ZONE BENCH, KOLKATA
MISCELLANEOUS APPLICATION NO. 22/2023/EZ
IN
ORIGINAL APPLICATION NO. 06/2016/EZ

SUBHAS

DATTA

.....APPLICANT

VERSUS

STATE OF WEST BENGAL & ORS.

.....RESPONDENTS

STATUS REPORT IN THE FORM OF AFFIDAVIT BY THE CHIEF
SECRETARY, GOVERNMENT OF WEST BENGAL.

Most Respectfully Sheweth

I, Dr. Manoj Pant, S/o Dharmanand Pant , aged about 59 years, by faith-
Hindu, by Occupation- Government Service, working as the Chief
Secretary, Government of West Bengal having office at Nabanna, 325,
Sarat Chatterjee Road, Howrah, , do hereby solemnly declare and say as

follows:-



X

1. That, I am holding the post of Chief Secretary, Government of West Bengal and I have made myself well acquainted with the facts and circumstances of instant case and have gone through the documents and reports pertaining to the subject matter of the instant Original Application. Hence, I am competent to affirm the instant affidavit before the Hon'ble Tribunal.
2. That, this affidavit is being affirmed in pursuance of the solemn Order passed by the Hon'ble National Green Tribunal, Eastern Bench dated 15.07.2024 wherein Chief Secretary, Government of West Bengal was directed to file affidavit giving details of the implementation of the Detailed Project (DPR) for installation of the Sewage Treatment Plant (STP) with timelines.
3. That, in compliance with the direction of the Hon'ble Tribunal, Urban Development and Municipal Affairs (UD&MA) Department has forwarded the action taken report of Kolkata Metropolitan Development Authority (KMDA) as on 30. 07.2024. It has already been reported in the former affidavit of the Chief Secretary dated 11.07.2024, that the land lease agreement has been executed on 06.05.2024 between KMDA and South Eastern Railway for temporary leasing of Railway land (measuring 14,962 Sqm.) for setting up Sewage Treatment plant (WSP Type) at Santragachi



✕

Jheel. KMDA has paid Land License Fee of total amount of Rs 2,44,588 for 35 years.

4. That Kolkata Metropolitan Development Authority (KMDA) has reported that Detailed Project Report (DPR) has been prepared by KMDA for the scheme "Pollution abatement at Santragachi Jheel including Interception & Diversion (I&D) Network, Pumping station and Sewage Treatment Plant" amounting to Rs 28.82 Crore which has been uploaded in Rapid Scrutiny Protocol (RSP) portal on 03.09.2021. Administrative Approval & Financial Sanction has been issued vide Memo No. 597/UDMA-13014(11)/45/2023-BDG-MA SEC dated 26.06.2024. The said Sewage Treatment Plant has capacity of 1.5 MLD.

Tendering process (5th Call) has been concluded. Letter of Intent has already been issued vide Memo no. 50/SE(N)/GAP/W&S/KMDA/W-01(24-25) dated 16.07.2024. Project completion time is 12 (twelve) months from the date of issuance of Work Order. However, the lease permission for laying garland sewer pipeline from South Eastern Railway is still awaited.

5. That on 16.07.2024 Letter of Intent *vide* Memo No. 50/SE(N)/GAP/W&S/KMDA/W-01(24-25) has been issued to M/s DS CONSORTIUM by the Superintending Engineer, North Circle, GAP Wing, W&S Sector, KMDA for undertaking the work of "Pollution abatement at



X

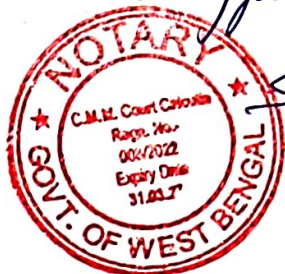
Santragachi Jheel including Interception & Diversion (I&D) Network, Pumping station and Sewage Treatment Plant including 15(fifteen) Years Operation and Maintenance” wherein the contract value of Rs. 19,15,00,000.00 Incl. GST & Cess etc. (Excluding power cost) has been accepted strictly as per terms and conditions laid down in the bid document.

6. That furthermore, a letter has been issued to Sr. Divisional Engineer (East), South Eastern Railway vide Memo No. 52/SE(N)/GAP/W&S/KMDA/W-01(24-25) dated 18.07.2024 by the Superintending Engineer, North Circle, GAP Wing, W&S Sector, KMDA for concurrence of the construction of Garland Sewer pipeline on Railway land around the Santragachi Jheel. The lease license fee of Rs 1,92,42,196.94 for the Garland drain is being processed by the UD&MA Department and shall be deposited at the earliest.

Copy of the report of KMDA along with letter dated 16.07.2024 and letter dated 18.07.2024 are annexed as **Annexure R/1**.

That the reply is true to my knowledge and belief, which I derived from the office record.

*Identified by me
Sibajit Chakrabarti
Advocate
State of WB.
09/09/2024*



DEPONENT

X

VERIFICATION

I, Dr. Manoj Pant, Chief Secretary , Government of West Bengal do hereby solemnly affirm and declare that the contents of the report in the form of affidavit are true to the best of my knowledge and belief. No part of the Report is false and nothing has been concealed.

Verified at Kolkata this *09th* day of September, 2024.

for /
Manoj

DEPONENT

Identified and Corrected by me
Sibajyoti Chakrabarti
Advocate
State of WB
09/09/2024

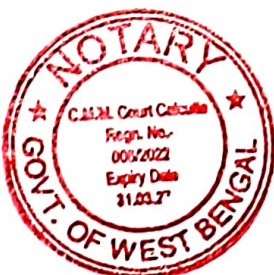
SOLEMNLY AFFIRMED
&
Declared Before me
on Identification Adv.

N. Das Gupta
NOTARY
N. DAS GUPTA
C.M.M. Court
Govt WB

NOTARY
N. DAS GUPTA
C.M.M. Court
Govt. W.B.
Regn No.
006/22

09 SEP 2024

09 SEP 2024

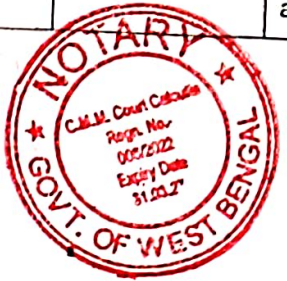




Action Taken Report on Santragachi STP as on 30.07.2024

Project Name: Pollution abatement at Santragachi Jheel including Interception & Diversion (I&D) Network, Pumping Station and Sewage Treatment Plant.

Sl No.	Description	Action Taken
1	DPR & AA&FS	DPR has been prepared by KMDA amounting to Rs. 28.82 Crore and uploaded in RSP portal on 03/09/2021 vide project ID KMDA/2021-2022/A-00026 for necessary AA&FS. AA&FS has been issued vide memo no. 597/UDMA-13014(11)/45/2023-BDG-MA SEC dated 26/06/2024.
2	Tendering Process	Tender process (5 th Call) concluded. LOI has already been issued vide Memo no. 50/SE(N)/GAP/W&S/KMDA/W-01(24-25) dated 16/07/2024. Project Completion time is 12 (twelve) months from the date of issuance of Work Order.
3	Lease/licensing of STP land and Garland Drain	<p><u>South Eastern Railway permission for Santragachi STP land:</u></p> <p>An application had been made in LSPS portal vide SER-KGP-2023-LS-21, dated 02/11/2023. Final demand note from S.E. Railway was received for an amount of Rs. 2, 44,588/- including 18% GST on 02/04/2024. The amount already paid to SE Railway as lease charge fee for 35 years. The permission letter has been issued by SE Railway for setting up of Sewage Treatment plant (WSP type) vide their letter no. W/L. Cell/STP/2023-LS-21 dated 24/05/2024 of the Sr. Divisional Engineer (East), S.E. Railway, Kharagpur.</p> <p><u>South Eastern Railway Permission Garland Drain for Santragachi STP:</u></p> <p>The initial application for leave permission for the sewer line at Santragachi STP (Application ID: SER-KGP-2023-WL-103, dated 07/12/2023) submitted through the RBCS portal was rejected/dropped.</p> <p>A subsequent joint memorandum with ADEN, SE railway (dated 29/12/2023) identified the total area needed for the sewer line as 3020 Sqm. This was considered in the application for lease/licensing for STP land (SER-KGP-2023-LS-21, dated 02/11/2023).</p> <p>However, the area for the garland drain was excluded from the latest application vide SER-KGP-2023-LS-21, dated 01/03/2024, requiring a fresh application for garland drain. As discussed with ADEN, SE Railway, a fresh application has been initiated in LSPS portal vide SER-KGP-2024-LS-09 dated 05/03/2024 which is under South Eastern Railway for further process.</p> <p>Subsequently, a Lease Charge Sheet amounting to Rs. 1, 63, 06,946.56 has been claimed from the SE Railway, and the Lease Charge Sheet documents have been digitally signed on 06/03/2024 and forwarded to SE Railway on 06/03/2024.</p>



A Final Demand Note amounting to Rs. 1,92,42,196.94 was issued by the South Eastern Railway on 17/04/2024. The matter has been forwarded to UDMA, GoWB vide e-file compute no. 944089 dated 24/04/2024 for fund approval to facilitate the payment of the demanded amount to obtain permission for the laying of the garland sewer network.

Furthermore, a letter has been issued to DRM, SE railway, Kharagpur division vide 95/1(12)/(Law)/UDMA-15011(15)/17/2020-LS-UD SEC-Dept. of UDMA dated 21/05/2024 of the Sr. Special Secretary, UD&MA Dept. GoWB for "full waiver" the lease charges for garland drain. In response, the Divl. Rly. Manager, S.E. Railway issued a letter dated 30/05/2024 stating that there is no provision for full waiver regarding land license fee as per Railway Board's Master Circular policy.

However, the lease permission for laying garland sewer pipeline from SE Railway is still awaited.

Furthermore, a letter has been issued to Sr. Divisional Engineer (East), S.E. Railway vide Memo no. 52/SE(N), GAP/W&S/KMDA/24-25/W-01/(24-25) dated 18/07/2024 of the Superintending Engineer, North Circle, GAP Wing, W&S Sector, KMDA for concurrence for the construction of Garland Sewer pipeline on Railway land around the Santragachi Jheel. However, the response from SE Railway is still awaited.

Jhal
30/7/24
Executive Engineer (Civil)
East Bengal Water & Sanitation
W & S Sector, KMDA

Attaldu
30/7/24
Superintending Engineer (North)
Water & Sanitation (GAP) Sector
K. M. D. A

M. G. 30/7/24
Chief Engineer
Water & Sanitation Sector
GAP Wing, KMDA





पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AN 379425

MEMORANDUM OF AGREEMENT

LICENSE AGREEMENT FOR TEMPORARY OCCUPATION OF RAILWAY LAND

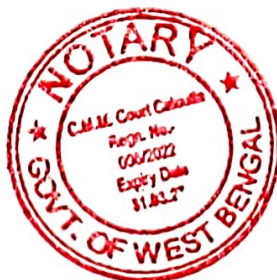
License No./ W/L-CEU/USPS/STP/KNDA/2024/01

Dated: 06.05.2024

This Memorandum of Agreement (MOA) is made and entered into on this 6th day of MAY 2023 at KHARAGPUR (Place) by and between the President of India acting, through the (senior) Divisional Engineer EAST (KGP) Division, (SER) Railway, (hereinafter called the 'Licensor' or 'Railway Administration' which expression shall, unless the context does not so admit includes his successors and assigns) of the one part and KNDA, S.E. (NORTH), GAP, R/o SALT LAKE CITY, UNNYAN BHAWAN, 700091 (hereinafter called the 'Licensee' or '_____') which expression shall, unless the context does not so admit, includes his successors and assigns) of the other part.

Whereas the Licensee is desirous of CONSTRUCTION OF STP (WASTE STABILIZATION POND) [name of work] on the Railway land belonging to (KGP) Division of (SER) Railway and has approached Railway Administration for permission on Railway land upon the terms and condition hereinafter contained,

M. K. D. A.
Superintending Engineer (North)
Water & Sanitation (GAP) Sector
K. M. D. A.



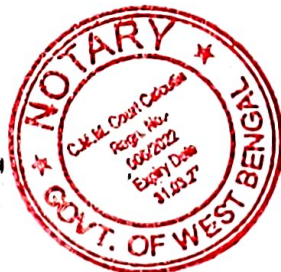
[Signature]
St. Div. Engineer (East)
पश्चिम बंगाल, खारगपुर
S.E. Div. Kharagpur

✕

Now this memorandum of agreement of terms witnessed as follows:

1. That the Licensee party at his own risks and expenses, shall provide/lay CONSTRUCTION
of SEWAGE TREATMENT PLANT (WASTE STABILISATION POND TYPE)
[name of work] at. SANTRAGACHI ZHEEL. on railway land to occupy
area measuring 14962 m².
2. That the permission for Railway land at the aforesaid railway land is granted for a period of
35 years from the date of signing this agreement to the Licensee on the terms and
conditions contained herein which have also been distinctly and clearly understood by the Licensee
before entering into this agreement.
3. That subject to otherwise provided in this agreement, any action including giving notices will be taken
by Licensor (Railway Administration on behalf of President of India.
4. That no work shall commence or proceed without previous sanction in writing and supervision of the
concerned railway officer not below the rank of Divisional Engineer or any officer so deputed by him.
The Licensee shall be bound all the times, at his own costs/expenses, to observe and carry out all rules
and regulations etc. which are already in force or which may thereafter be prescribed from time to
time in future by the Govt./ Licensor.
5. The Licensee shall always obey such directions or orders or restrictions as may, from time to time, be
given by Licensor or his deputies duly authorized by him in relation to the construction, shifting,
stoppage, abandonment, alteration, repair, removal or with regard to the time and manner of the
work for which permission for costing Railway land has been obtained and also other things and
matters related thereto.
6. That Licensee distinctly and clearly understood that all the relevant codes, manuals and instructions
etc. are strictly followed for the purpose of durability, safety and soundness of structures thereof.
7. That It is distinctly and clearly understood by the Licensee that the Licensor shall retain the full legal
title, ownership, right of access, pass through and inspection, without any notice to Licensee, and have
full control over the use and disposal of Railway land for which a permission is given to the Licensee
only for the occasional/limited purpose of SEWAGE TREATMENT PLANT (WASTE
STABILISATION PONDTYPE) on railway land without conferring upon the party any right
of possession or occupation of the land and without, in any way, affecting the railway's right, title,
interest, possession, control, use of the land, any right to enter upon etc. The Licensee has clearly
understood that all air/space rights shall remain with the Licensor.

P. Haldar
Superintending Engineer (North)
Water & Sanitation (GAP) Sector,
K. M. D. A.




[Signature]
Sr. Divl. Engineer (Ensl)
3070 3rd, 3rd Flr
S.E. Ry. Khairagarh

X

8. That the Railway Administration shall prepare an estimate before commencement of work and Licensee shall pay all nodal charges as per railway rules including the expenditure incurred within Railway premises/ Railway land.
9. That the Licensee shall pay, in advance, one time fee or annual charges or entire payable amount for full - term on present value basis with discounting of future cash flows at rate of 7% (seven percent) per annum, as applicable for way leave facility for crossing Railway land before the permission is granted by the Licensor. As such, the Licensee has to deposit an amount of Rs. TWO LAKH FORTY FOUR THOUSAND FIVE HUNDRED EIGHT amount in words and figures (Rs. 244588/- only). In case of annual payment option, a security deposit (refundable after tenure) of two-year annual payment shall be deposited by the party. Also, the annual charges shall be deposited in advance on or before 10th April of every year (next working day in case of holiday on 10th April) No monthly payment shall be taken in terms of this agreement. The annual charges shall increase every year by 6%.
10. On expiry of agreement, further renewal can be done based on mutual agreement between Licensor and Licensee. Market value of the railway land prevalent at the time of renewal shall be considered for deciding the - charges. New agreement shall be signed between Licensor and Licensee.
11. That the Licensee shall pay all the costs and expenses on account of stamp duty charges, documentation, registration of agreements, GST, property taxes etc. The Licensee shall ensure registration of agreement in terms of applicable laws. Licensor shall be obtain and keep current all applicable permits that may be required under the applicable laws
12. That the Licensee shall not erect/raise any additional construction, other than approved plan, whether permanent or temporary on the Railway land. If any such construction comes up subsequently, the same shall be removed immediately as soon as noticed at the costs of the Licensee and the permission for - shall be discontinued with immediate effect.
13. That, if any time, facilities becomes, in the opinion of Railway Administration, a menace to the safety of the Railway operation or Railway property, the Licensee shall, at once take steps to remedy such dangerous defects to the satisfaction of the Railway Administration failing which the Railway Administration shall have the rights to take all necessary remedial steps at the costs of the Licensee, necessary for the protection of the Railway's interests, without being held responsible for any loss, suffered by the Licensee, due to such action of the Railways Administration. In case of any loss to the Railway due to such action, in case of menace, the Licensee shall be held liable to compensate the Railway in all cases, what so ever it may be.
14. That the Railway shall not in any case be responsible for any damage/loss to the work of the Licensee, caused by the running/operation of the trains, derailments or accidents to the train or any other cause, whatsoever it may be.

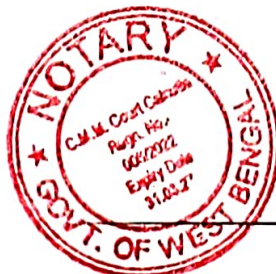

 Superintending Engineer (North)
 Water & Sanitation (GAP) Sector
 K. H. D. A.





 St. Divl. Engineer (East)
 ১০১০ নং, কলকাতা
 S.E. Div, Kharagpur

15. That the Licensee shall keep, all the times, Railway Administration indemnified against and reimburse the Railway administration for all claims, suits, demands, compensation, losses, damages, costs, expenses, penalty, etc., whatsoever, which the Railway Administration may sustain or incur by any reason or in consequence of any injury to any person or loss of life or to Railway property resulting directly or indirectly or incidentally from any act or omission on the part of the Licensee or his employees or servants on any account related to said permission, on duty in carrying out the purpose of the Licensee.
16. That any notice hereunder shall be deemed duly served on the Licensee if delivered or sent by post/mail to his above mentioned address.
17. In case shifting of facility is required, the entire cost of shifting shall be borne by the Licensee.
18. In the event of the facility being discontinued with by the Licensee or Licensor, the Licensor/ Railway Administration shall not be liable to pay any compensation or reimburse any amount to the Licensee, nor to provide any alternative arrangement for access, etc. In such a case, any installations like pipelines, etc. put up by the party are liable to be removed/shifted by the Licensee at its own cost.
19. Licensee will be responsible for maintenance of assets crossing Railway land including, periodic cleaning of jungle/vegetation ground, periodical de-silting of all open drain/storm water carrying drain, which do not carry any sludge, as applicable.
20. Licensee shall not transfer or sublet the right granted by the Licensor further to any party.
21. Licensee agrees that provisions of Railway Act./ Manuals/Codes, Instruction and terms & condition of contract with Railways will supersede any conflicting provision of Petroleum act or provisions of Ministry of petroleum & Natural Gas or any other act.
22. Dispute Resolution. In case of any dispute or difference arising out in any way touching or concerning the Agreement whatsoever, a standing committee of three JAS/SG officers of Engineering, Finance and user department of concerned railway division shall examine all the issues and submit recommendations to the DRM whose decision shall be final and binding on all the parties.
23. Termination of Agreement; In the event of any serious irregularity, grave breach of the terms & conditions of the agreement, any default, violation of the Railway Act, 1989, commission of any unlawful act which is not in line with good industry practices, railway administration may terminate the agreement with the Licensee without being held responsible to pay any alternative arrangement for access, etc. On receipt of such notice, the Licensee shall immediately remove its structures at its own cost and expenses and also made good for any damage, thereby occasioned to the surface or under ground of Railway land.


 Superintending Engineer (North)
 Water & Sanitation (GAP) Sector
 K. M. D. A.




 Sr. Divl. Engineer (East)
 ৪০৩ জেলা, খারাপুর
 S.E. Rly, Kharappur

X

24. That the agreement shall be effective w.e.f. 6.05.24

In witness whereof, the parties to this agreement have set their respective hands and seals of their offices to these presents on the date, month & year mentioned against each.

For and on behalf of
PRESIDENT OF INDIA (Licensor)
SIGNED, SEALED AND DELIVERED
S. by DRM, Kharagpur

Name :- SAKET KUMAR
Designation: Sr. DEN (EAST)/KGP
Address:- DRM, BUILDING, KGP

(Authorized Signatory)

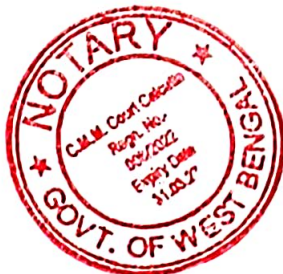
For and on behalf of
Superintending Engineer (North West Sector)
SIGNED, SEALED AND DELIVERED
K.M.D.A.

Name :- PRITISH HALDER
Designation: Superintending Engineer
Address:- o/o S.E. (N), GAP sector,
KMDA, 1st Floor, D-Block,
Unnayan Bhawan, Salt Lake.
(Authorized Signatory) Kolkata - 91

In the presence of Witnesses :

1. Signature [Signature]
2. Name : NONMOHON BARMAL
3. Designation SSE (DAD)/KGP
4. Office Address : DRM BUILDING, KGP

1. Signature [Signature]
2. Name : PRITISH BASU MALLICK
3. Designation Assistant Engineer (C)
4. Office Address : O/O EE, EB-1/GAP,
KMDA, 2nd floor, Block-A,
Unnayan Bhawan
Kolkata - 700091



❌

दक्षिण पूर्व रेलवे
South Eastern Railway

No.W/L. Cell/STP/2023-LS-21

Office of The
Divl. Rly. Manager (Engg.)
Kharagpur, Dated: 24.05.2024

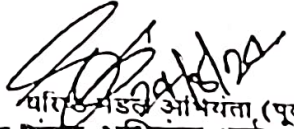
To
The Assistant Divisional Engineer (Santragachi)
S. E. Railway, Kharagpur.

Sub:- Permission letter for setting up Sewage Treatment plant (WSP type of area 14,962 sqm) by KMDA as per approved drawing

Ref.:- Online application ID SER-KGP-2023-LS-21.dated-02.11.2023.

A Land Lease Agreement between KMDA and Railways for temporary leasing of Railway land measuring area 14962 SQM based drawing approved in online portal (IR-LSPS) for setting up of STP at Santragachi jheel has been executed as per existing Railway Board's guide lines. KMDA has paid Land License Fee of Total Amount Rs 244588 for 35 years.

Demarcated Railway Land of area 14962 SQM as per drawing may be handed over to KMDA representative and compliance is to be sent to this office.


 परिष्कृत मंडल अभियंता (पूर्व)
 वरिष्ठ इंजीनियर (सहायक)
 दक्षिण पूर्व रेलवे, खार्गपुर
 S.E. Rly. Kharagpur
 Sr.Divisional Engineer(East)
 S.E. Railway, Kharagpur

Copy to:- (1) SSE(Works)/SRC for information and further necessary action .
(2) KMDA, S.E. (North), GAP, Salt Lake City Unnayan Bhawan, 700091 for formation and further necessary action .



Signature Not Verified
Digitally signed by SAKET KUMAR
Date: 2024.05.24 16:27:20 IST



Kolkata Metropolitan Development Authority

Office of the Superintending Engineer
North Circle, GAP Wing, W & S Sector, KMDA,
Unnayan Bhavan, Block-D, 1st Floor,
Salt Lake City, Kolkata-700 091
Email: senorthgapkmda@gmail.com

Memo No.: 50 /SE(N)/GAP/W&S/KMDA/W-01(24-25)

Dated : 16th July, 2024

From: Superintending Engineer, North Circle,
GAP Wing, Water & Sanitation Sector, KMDA

To: **M/s. DS CONSORTIUM ,**

(A Consortium between -
M/s. DAMODAR FABRICATORS,
Address : Ichapur , Sealdanga (Chowringhi) , P.O. –Santragachi,
Howrah 711104, West Bengal (Lead Partner)

&

M/s. Sreeram Construction
Address : C4-23/3/1-2 , Paharpur Road , Rampur , Gobindapur
Maheshtala , South 24 Parganas, Pin – 700141, West Bengal)

Sub: Letter of Intent for the Work of "Pollution Abatement at Santragachi Jheel including Interception and Diversion (I&D) Network, Pumping Station and Sewage Treatment Plant including 15 (Fifteen) Years Operation and Maintenance. (5th Call)"

Ref.: NIT No.: KMDAW&S/GAP/SE(N)/NIT-06(5th Call)/23-24, Dated 29/08/2023

Tender No.: 01/SE(N)/GAPW&S/KMDA of 2024-25

Tender ID: 2023_KMDA_567654_1

Estimated Amount (Reserved with TIA): Rs. 22,55,91,245.36 Incl. GST & Cess etc.
(Excluding power cost)

Accepted Contract Value: Rs. 19,15,00,000.00 Incl. GST & Cess etc. (Excluding power cost)

Time of Completion: 12 (Twelve) Months including 01 (One) Month's Trial Run and 15 (Fifteen) years' O&M.

Sir / Madam,

This is to inform you that your offered amount of **INR 19,15,00,000.00 (Indian Rupees Nineteen Crore Fifteen Lakhs Only)** Incl. GST & Cess etc. (Excluding power cost) for the above-mentioned work has been accepted by the undersigned for and on behalf of KOLKATA METROPOLITAN DEVELOPMENT AUTHORITY hereinafter called KMDA as an owner.

Your offered amount has been accepted strictly as per terms and conditions laid down in the Bid Document and subject to the following terms and conditions:





Kolkata Metropolitan Development Authority

1. That you are to deposit @ 2% of the quotation amount less the initial earnest money in the form of Bank Guarantee drawn in favour of "Kolkata Metropolitan Development Authority" from a scheduled Indian Bank at Kolkata which amounts to **Rs. 28,30,000/- (Rupees Twenty-Eight Lakh Thirty Thousand) Only**. BG should be submitted with strict adherence to the conditions of Bid Document. Earnest Money so deposited would be converted to **Initial Security Deposit**. The balance security deposit @ 8% of the tendered value (up to a total Maximum 10% of the tendered value) as per the prevailing Govt. Order shall be recovered progressively by deduction from each and every running account bill as Performance Security Deposit. In case of any modification of Govt. Order regarding Performance Security, it will be applicable in this contract.
2. The Security Deposit shall be refunded to the agency in the following manner:
 - (i) On completion of 4 (Four) year after Design-Build part : 30% of CapEx S.D.
 - (ii) On completion of 5 (Five) year after Design-Build part: Balance 70% of CapEx S.D.
 - (iii) On completion of one month after 15 years' O&M period : 100% of OpEx S.D.
3. That you are to execute formal agreement with KMDA in **6 (Six) sets** in addition to the original Form of Contract Agreement in the Office of the **Executive Engineer, EB - I, GAP Wing, W & S Sector, KMDA**, on payment of **INR 600/- (Rupees Six Hundred only)** per set in Cash, within **14 (Fourteen) working days** from the date of issue of this letter, failing which your Bid is liable to be rejected with forfeiture of your Bid Security/ Earnest Money.
4. That the tender number has been assigned as **01/SE(N)/GAP/W&S/KMDA of 2024-25**. For all further correspondence regarding the above work, this tender number may please be referred to.
5. In case of Joint Ventures/Consortium firm, you will have to submit valid GST Registration, PAN Card, Trade License of the JV/Consortium Firm immediately after issuance of Letter of Intent and before raising 1st R/A bill.
6. All civil part of Design-Build works and Operation & maintenance works will be executed under the control of the **Executive Engineer, EB - I, GAP Wing, W & S Sector, KMDA**, who will be the Engineer-In-Charge for this work.
7. All Electrical/Mechanical part of Design-Build works and Operation & Maintenance works will be executed under the concerned division of E&M Sector, KMDA as decided by the E/M Sector.
8. That the time of completion of the above work is **01 (One) Year (including 01 month's Trial Run period)** from the date of issuance of Work Order. Operation & Maintenance period is for 15 years.
9. As per statutory order of the Labour Department, Govt. of West Bengal, 1% (one percent) CESS on the cost of construction will be deducted from the contractor's Bill in any building or other construction work as per Building and Other Construction work (RECS) Act, 1996 and Building





Kolkata Metropolitan Development Authority

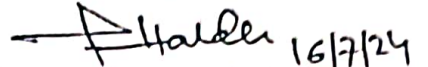
and Other Construction Works Welfare Cell Act, 1998 and the rule framed there-under. Accordingly, this CESS shall be deducted from all the running bills and the final bill.

10. That you will have to produce documents of license issued by the Department of Labour, Govt. of West Bengal in your favour under the contract labour (Regulation and Abolition) Act, 1970 and West Bengal Contract Labour (Regulation and Abolition) Rules Act, 1972 as soon as possible and time to time amendment thereof, failing which payment of the work executed by you may be held up.
11. Employees Provident Fund and Miscellaneous Provisions Act, 1952 and employees State Insurance Act, 1948 shall be adhered to.
12. As per order no.1498(12)-UD/O/M/SB/E-17/2010 dated 11.05.2010 of Joint Secretary, Govt. of W. B., all agencies must register all their workers engaged in Building and other construction workers' under the Building and other Construction Workers' (RE&CS) Act, 1996 and the State Rules, 2004 framed there under to. The Contractor shall also have to abide by all other labour welfare laws and there modifications from time to time, if any, within the contract period such as minimum labour wages act and facilities etc. E.S.I., P.F., Bonus facilities etc. should be provided as per latest Govt. /KMDA order/Circulars.
13. That you are to execute the work strictly as per specifications, terms & conditions stipulated in Tender Documents and as per direction of the EIC time to time.
14. That you are to abide all the terms and conditions as stipulated in the Bid document including Environment Management Plan.
15. That you are to engage Engineering personnel as per provisions of the tender documents and to submit the evidence in this respect.
16. That you are to comply with the provisions of the Apprentices act, 1961 and the rules are issued there under from time to time.
17. No advance payment will be made for mobilization of resources.
18. In case of any ambiguity in explanation of any clause of the Bid Document, authority's decision will be final.
19. Any statutory liability as per prevailing Govt. Rules, as and where applicable, shall be liable and binding upon the Contractor / operator. All statutory permissions should be taken before commencement of the work.
20. Any supplementary/excess works should not be taken up without concurrence of the Superintending Engineer/Chief Engineer.



21. The offered rate shall remain same till completion of the work and no claim on account of price escalation of labour, materials or establishment will be entertained under any circumstances.

Yours faithfully,


 16/7/24
Superintending Engineer, North Circle,
GAP Wing, W & S Sector, KMDA
Superintending Engineer (North)
Water & Sanitation (GAP) Sector
K. M. D. A.

No: 50 /SE(N)/GAP/W&S/KMDA/W-01(24-25)

Dated : 16th July, 2024

Copy forwarded for information and necessary action to: -

1. The Chief Executive Officer, KMDA
2. The Commissioner, Howrah Municipal Corporation
3. The District Magistrate, Howrah
4. The Secretary, KMDA.
5. The Chief Engineer, GAP Wing, Water & Sanitation Sector, KMDA.
6. The Chief Engineer, E & M Sector, KMDA.
7. The Director of Finance, KMDA.
8. The Sr. Divisional Engineer (East), S.E.Railway, Kharagpur
9. The Executive Engineer, EB-I, GAP Wing, Water & Sanitation Sector, KMDA.- *He is requested to take further necessary action please.*
10. The Accounts Officer, GAP Wing, Water & Sanitation Sector, KMDA.
11. The Resident Audit officer, KMDA.
12. The Commissioner of Income Tax, "AYKAR BHAWAN", Kolkata.
13. The Commissioner of Sales Tax, 14-Beliaghata Main Road, Kolkata-15.
14. The Deputy Labour Commissioner (M.W.), Govt. of W.B., 6-Church Lane, Kol-01.
15. The Secretary, Vigilance Commission, Bikash Bhavan, Salt Lake, Kolkata-91.
16. M/s. Sreeram Construction, partner of D.S. CONSORTIUM
17. Office Copy.


Superintending Engineer, North Circle,
GAP Wing, W & S Sector, KMDA





OFFICE OF THE SUPERINTENDING ENGINEER
NORTH CIRCLE, GAP WING, W&S SECTOR, KMDA
UNNAYAN BHAVAN, 1ST FLOOR, 'D' BLOCK
BLOCK-DJ, SECTOR-II, SALT LAKE-700 091
Email: senorthgapkmda@gmail.com

Kolkata Metropolitan Development Authority

Memo No: 52 /SE(N)/GAP/W&S/KMDA/24-25/W-01(24-25)

Date: 18.07.2024

To
The Sr. Divisional Engineer (East),
O/o the Divl. Rly. Manager (Engg.),
S.E. Railway, Kharagpur.
srdeneastkqp@gmail.com

Sub: Request for concurrence for the construction of Garland drains on Railway land around the Santragachi Jheel.

Ref: (i) Online application ID: SER-KGP-2024-LS-09 (Garland drains) and SER-KGP-2023-LS-21 (STP)
(ii) Memo no. Nil dated 30.05.2024 of the DRM (Engg.)/S.E.Railway/KGP

Sir,

In inviting reference to the above subject, we would like to intimate you that the construction of Sewage Treatment Plant (WSP Type) is being started at the proposed railway land (appx. 14962 sqm.) adjacent to the Santragachi Jheel based upon permission given from S.E.Railway vide memo no. W/L.Cell/STP/2023-LS-21 dated 24.05.2024.

Since the work is under purview of Hon'ble National Green Tribunal, we shall execute the whole work (STP including Garland drain portion) within the scheduled timeframe.

So, you are requested to kindly allow KMDA to construct the Garland Drain part on the railway land (3020 sqm) also to expedite the progress of the whole work. The lease license fee Rs. 1,92,42,196.94 for the Garland Drain portion (ID: SER-KGP-2024-LS-09) is under process in UD & MA Department, Govt. of West Bengal and shall be deposited soon.

Necessary concurrence of S.E. Railway in this regard will be appreciated.

Yours faithfully,

Attalder 18/7/24
Superintending Engineer
North Circle, GAP Wing,
W&S Sector, KMDA

Date: 18.07.2024

No.: 52 /1(1/6)/SE(N)/GAP/W&S/KMDA/24-25/W-01(24-25)

Copy forwarded for kind information to:

1. Chief Engineer, GAP Wing, W&S Sector, KMDA
2. Executive Engineer, East Bank – I, GAP Wing, W&S Sector, KMDA



Superintending Engineer
North Circle, GAP Wing,
W&S Sector, KMDA

Lease/License Processing System (IR-LSPS)
South Eastern Railway
Kharagpur Division

APPLICATION DETAILS
 Application ID: SER-KGP-2024-LS-09

Application Details	
Applied For	Lease
Duration (Years)	35
Land Area (In sq. meter)	3020.0
Purpose	Infrastructure works for public service utilities like electricity, gas, water supply, sewage disposa
Details of purpose of Application	The way leave permission for the sewer line (Santragachi STP) initially applied for (Application ID: SER-KGP-2023-WL-103, dated 07/12/2023) was rejected. A subsequent joint memorandum (dated 29/12/2023) identified the total area needed for the sewer line as 3020 Sqm. This was considered in a new application (SER-KGP-2023-LS-21, dated 02/11/2023). However, the area for the garland drain was excluded from the latest application (SER-KGP-2023-LS-21, dated 01/03/2024), requiring a fresh application
Preferred Payment Mode	One Time-Upfront Payment
ADEN	ADEN/SRC
Applicant Details	
Type of Applicant	State Government Department
Name of Applicant	KMDA
Name of Authorized Signatory	Pritish Halder
Designation	S.E.(North), GAP, KMDA
City	Salt Lake City
State	West Bengal
PinCode	700091
GSTIN	NA
Full Address	1st Floor, Block-D, Unnyan Bhawan, Sector-2, Salt Lake
Phone (STD Code-Phone No.)	null
Mobile	7003753240
Email	kmdagapeb1ee@gmail.com
Location Details	
Railway	SER
Railway Division	KGP
Station Area	
Station	SRC
Revenue Village	Jagacha
Tehsil	null
District	Howrah
State	West Bengal
Location Description	West Bengal





Application Timeline and Status			
Sr. No.	Activity	Designation	Action Date
1	Party Application	Party	05-03-2024 16:43:15
2	Registration of Application	Sr.DEN/CO	05-03-2024 16:43:15
3	Processing for Joint feasibility survey	SR DEN(East)/KGP	05-03-2024 17:51:41
4	Preparation & upload of Joint Feasibility Survey	ADEN/SRC	05-03-2024 17:54:31
5	Joint Feasibility Survey Report Review	SR DEN(East)/KGP	06-03-2024 14:16:18
6	Preparation & upload of Joint Feasibility Survey	ADEN/SRC	06-03-2024 15:01:17
7	Joint Feasibility Survey Report Review	SR DEN(East)/KGP	06-03-2024 16:53:15
8	LLP, LLF and DA Preparation	SSE/D&D/KGP	06-03-2024 16:56:13
9	LLF and DA Review	SR DEN(East)/KGP	06-03-2024 17:03:20
10	LLF and DA Review	ADEN/SRC	06-03-2024 17:04:56
11	LLP, LLF and DA Signing	Party	06-03-2024 17:12:14
12	LLP, LLF and DA Signing	SSE/WORKS/SRC	07-03-2024 17:29:25
13	LLP, LLF and DA Signing	ADEN/SRC	08-03-2024 16:16:24
14	LLP, LLF and DA Signing	SR DEN(East)/KGP	08-03-2024 19:10:39
15	Processing for Vetting	srdfmkgp	11-03-2024 13:03:43
16	Processing for Vetting	ADFM	20-03-2024 11:30:23
17	LLP, LLF Vetting	sofinance	20-03-2024 13:10:15
18	LLP, LLF Vetting	ADFM	20-03-2024 14:26:51
19	LLP, LLF Vetting	srdfmkgp	20-03-2024 15:03:01
20	Preparation of executive Summary; Processing for Approval	SR DEN(East)/KGP	20-03-2024 16:12:03
21	Signing on Land Leasing / Licensing fee & Draft Agreement	SRDENCOKGP	20-03-2024 17:32:26
22	Signing on LLP, Approval of LLF & Draft Agreement	adrmkcp	26-03-2024 17:05:13
23	Signing on LLP, Approval of LLF & Draft Agreement	DRMKGP	17-04-2024 12:45:01
24	Processing for issue of Demand Note	SR DEN(East)/KGP	17-04-2024 13:12:59
25	Generation of Demand letter and Agreement	Sr.DEN/CO	17-04-2024 13:25:34
26	Signature on Demand Note	SR DEN(East)/KGP	17-04-2024 13:33:00
27	Deposition of LLF	Party	17-04-2024 13:38:05
28	Signature on Demand Note	SR DEN(East)/KGP	24-05-2024 19:45:09
29	Deposition of LLF	Party	27-05-2024 11:03:42
30	Signature on Demand Note	SR DEN(East)/KGP	09-07-2024 18:25:52
31	Deposition of LLF	Party	11-07-2024 16:27:25

