

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

ORIGINAL APPLICATION No. 197/2024/EZ

IN THE MATTER OF ;

PRAMEYA FOUNDATION

....APPLICANT.

-VERSUS-

THE STATE OF WEST  
BENGAL & OTHERS.

....RESPONDENTS.

COUNTER AFFIDAVIT ON BEHALF OF THE EXECUTIVE OFFICER,  
NAIHATI MUNICIPALITY, RESPONDENT No.8 HEREIN.

INDEX

Sl No.	PARTICULARS	ANNEXURE	Pg. No.
1.	Counter Affidavit.		01-11
2.	Photostat copy of the said Detailed Project Report (DPR).	R8/1	12-17
3.	Photostat copy of the work order being memo no. SUDA- 817/2020/9405 dated December 07, 2023.	R8/2	18
4.	Photostat copy of the work order	R8/3	19

	was issued vide Memo No. SUDA-1383/2024/7265 dated August 30, 2024		
5.	Photostat copy of the work order was issued vide Memo No. SUDA-1383/2024/7734 dated October 24, 2024.	R8/4	20
6.	Photostat copy of the Notice inviting e-tender being Memo No. SUDA-1330/2024/8293 dated November 18, 2024.	R8/5	21-22
7.	Photostat copy of the Notice Inviting e-Tender No. WBMAD/eNIT- 36 of SE (E) / 2024-25	R8/6	23-34
8.	Photostat copies of the relevant Photographs	R8/7	35-42

Filed by :

*Aranya Saha*

ARANYA SAHA.

Advocate.

High Court At Calcutta.

7 Old Post Office Street,

Ground Floor, Room No: 8,

Kolkata-700001.

(033)22627342

Ph No. 9674740440.

E-mail Id:aranyasahahc@gmail.com

Enrol No : F/1431/2017



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

ORIGINAL APPLICATION No. 197/2024/EZ

IN THE MATTER OF ;

PRAMEYA FOUNDATION

....APPLICANT.

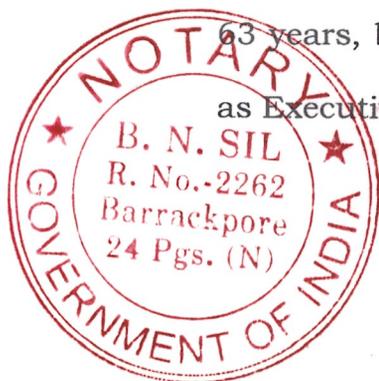
-VERSUS-

THE STATE OF WEST  
BENGAL & OTHERS.

....RESPONDENTS.

COUNTER AFFIDAVIT ON BEHALF OF THE EXECUTIVE OFFICER,  
NAIHATI MUNICIPALITY, RESPONDENT No.8 HEREIN.

I, Himansu Sekhar Mallik, son of Late Niranjan Mallik, aged about  
63 years, by Faith-Hindu, by Occupation-Service, working for gain  
as Executive Officer, Naihati Municipality, having it's office at 1 No.



13 DEC 2024

RBC Road, near Naihati Railway Station, Police Station-Naihati,  
District-South 24 Parganas, West Bengal-743165 do hereby  
solemnly affirm and say as follows : -

1. I am the Respondent No.8 to the instant original application.  
I am well acquainted with the facts and circumstances of the case  
and as such, I am competent to affirm this instant Counter  
Affidavit.

2. I have gone through the service copy of the original  
application filed by the applicant herein and have understood the  
contents, purport and tenor thereof. I have been advised to deal  
with only those allegations which are relevant and material for  
effective and proper adjudication of the issues involved in the  
instant case and save and except what are matter of records and  
save what are expressly admitted by me hereinafter. I deny each  
and every allegation/statement/averment/contention/submission  
as made/raised in the said original application, as if, the same are  
expressly denied by me in seriatim and specifically traversed.



13 DEC 2024

3. I say that this instant counter affidavit is being filed in compliance with the order dated October 01, 2024 and November 11, 2024 passed by this Hon'ble Tribunal.

4. I say that the following facts are required to be placed for elucidating the steps which have been duly taken as per the Solid Waste Management Rules, 2016.

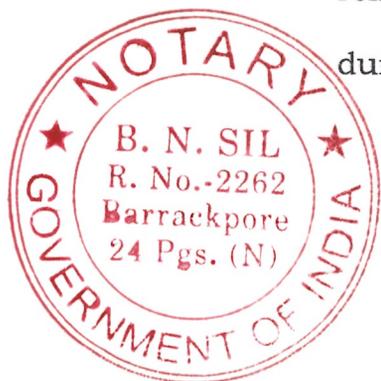
i. The Detailed Project Report (DPR) had been prepared by Sigma Foundation with regard to the Solid Waste Management and the same was duly recommended by the State Level Task Force Committee & State High Power Committee. A Photostat copy of the said Detailed Project Report (DPR) is Annexed hereto and marked as **ANNEXURE-"R8/1"**.

ii. As per estimated quantity of legacy waste, tender was invited and thereafter as per DPR, estimated quantity of approximately 3 Lakh MT of legacy waste has already been processed as per the prevailing Rules.



13 DEC 2024

- iii. In the meantime, fresh waste that was dumped therein was accumulated and has since converted into legacy waste.
- iv. For processing of the said accumulated legacy waste, a tender was floated by concerned authority vide NIQ Ref. No. SUDA- SUDA-817/2020/9051 dated November 21, 2023 and thereafter work order was issued to M/s. M.D. Engineering & Surveys vide SUDA-817/2020/9405 dated December 07, 2023. The drone survey was also conducted and it was assessed at 71286 MT (approx.).  
A Photostat copy of the work order being memo no. SUDA-817/2020/9405 dated December 07, 2023 is Annexed hereto and marked as **ANNEXURE-“R8/2”**.
- v. Thereafter, with a view to clear the legacy waste, a tender being ID: SUDA \_MAD\_657884\_1 was invited on 31.01.2024 for disposal of legacy waste through Bio-mining and Bio-remediation process and reclamation of the land at Naihati dump site within Naihati Municipality under Swachh



13 DEC 2024

Bharat Mission/Mission Nirmal Bangla in West Bengal. However, no bids were received. I crave leave to produce documents in support of the aforesaid contentions at the time of hearing, if necessary.

- vi. Subsequently, the said tender document was examined, reviewed and revised by the Tender Inviting Authority before the second call of the Tender and the revised tender document have been duly recommended by the State Level Task Force Committee & the second call will be invited once necessary approval is received from the competent authority.
- vii. With regard to fresh waste, tender was invited to process the fresh waste so that fresh waste may not get converted into legacy waste.
- viii. M/s. SIMOCO was awarded with the work order, however, no work was started by M/s. SIMOCO and recently vide SIMOCO/SUDA/2024-25/53 dated 28.06.2024 M/s. SIMOCO has communicated to opt out from doing the work



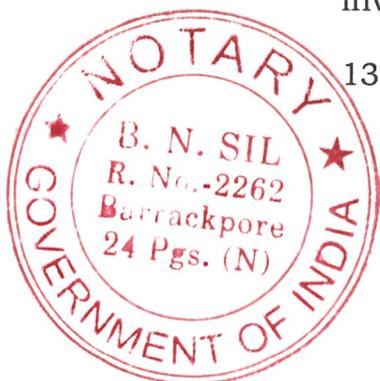
13 DEC 2024

of design, build, finance, operate and transfer of Municipal Wet Waste processing facility based on Composting and/or Bio-methanation Technology, setting up Semi Automatic Material Recovery Facility for Dry Waste and construction of Sanitary Landfill (as required size) along with operation & maintenance for 10 years (Renewable) under Swachh Bharat Mission for Naihati Municipality in West Bengal.

I crave leave to produce documents in support of the aforesaid contentions at the time of hearing, if necessary.

ix. To overcome such unavoidable circumstances, the Department of UD & MA Department, State of West Bengal has made a Capital Expenditure (CapEx) mode policy regarding processing of fresh waste and the same has been duly approved by the competent authority on August 27, 2024.

x. With regard to the processing of fresh waste, a tender was invited for soil test vide NIQ Ref. No. SUDA-1383/2024/5975 dated August 16, 2024 and thereafter



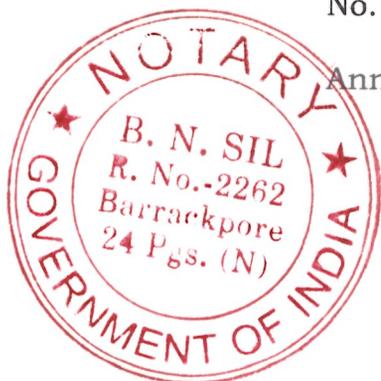
13 DEC 2024

work order was issued vide Memo No. SUDA-1383/2024/7265 dated August 30, 2024 in favour of one M/s. Amin Consulting Engineers. The soil test investigation has been completed.

A Photostat copy of the work order was issued vide Memo No. SUDA-1383/2024/7265 dated August 30, 2024 is Annexed hereto and marked as **ANNEXURE-“R8/3”**.

- xi. For the purpose of processing of fresh waste, a tender vide NIQ Ref. No. SUDA -1383/2024/7158 dated September 24, 2024 was floated for selecting an agency for preparation of “Design, drawing & estimates for processing of Municipal Solid Waste (MSW) of 101 TPD under Swachch Bharat Mission within Naihati Municipality in West Bengal” and thereafter, work order was issued vide Memo No. SUDA-1383/2024/7734 dated October 24, 2024 in favour of M/s. Amin Consulting Engineers.

A Photostat copy of the work order was issued vide Memo No. SUDA-1383/2024/7734 dated October 24, 2024 is Annexed hereto and marked as **ANNEXURE-“R8/4”**.

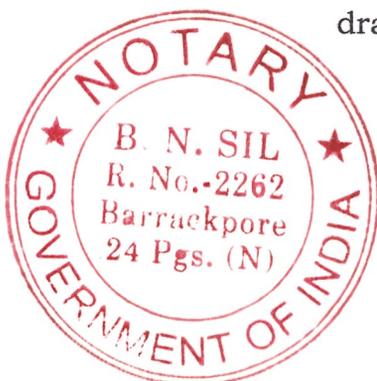


13 DEC 2024

xii. It is stated that another Notice inviting e-tender being Memo No. SUDA-1330/2024/8293 dated November 18, 2024 was floated for selection of Concessionaire for “Disposal of 1.44 Lakh MT of legacy waste through Bio-mining and Bioremediation process and reclamation of the land at Naihati dump site within Naihati Municipality under Swachh Bharat Mission/Mission Nirmal Bangla in West Bengal”. The said tender is under process and eligible bidder is yet to be selected.

A Photostat copy of the Notice inviting e-tender being Memo No. SUDA-1330/2024/8293 dated November 18, 2024 is Annexed hereto and marked as **ANNEXURE-“R8/5”**.

xiii. Furthermore, a Notice Inviting e-Tender No. WBMAD/eNIT-36 of SE (E) / 2024-25 dated December 11, 2024 was floated for “Construction of Proposed 101 TPD Municipal Waste Processing Plant & other ancillary works, Construction of Boundary Wall, Security room, control room, office room, other ancillary works and Construction of internal roads, drain & other ancillary works for proposed 101 TPD



13 DEC 2024

Municipal Waste Processing Plant under Swatch Bharat Mission within Naihati Municipality". It is stated that once the project is completed, it would be easier to dispose of the waste in a more systematic and scientific manner.

A Photostat copy of the Notice Inviting e-Tender No. WBMAD/eNIT- 36 of SE (E) / 2024-25 is Annexed hereto and marked as **ANNEXURE-"R8/6"**.

- xiv. The Naihati Municipality has taken extensive efforts with regard to Solid Waste Management. 100 % door-to-door waste collection is done on regular basis and for collection of waste from all waste generators, 650 numbers of Nirmal Bandhus and 44 numbers of Nirmal Sathis have been assigned. 85 % of household give segregated waste. Bins at all major points in and around city/town have been placed where waste is accumulated and is cleaned on regular basis. Photostat copies of the relevant Photographs are Annexed hereto and marked as **ANNEXURE-"R8/7"**.



13 DEC 2024

xv. It is stated that the officials attached with the Naihati Municipality have never indulged or encouraged anyone in open burning of the waste. Despite sincere endeavour, at times the slum-dwellers of the area indulge themselves in burning the trash. However, the officials of the Naihati Municipality have been keeping vigilance over the area so that no one is indulged in burning waste in any manner.

5. It is humbly submitted that efficacious steps have already been taken as per the Solid Waste Management Rules, 2016 and the Naihati Municipality Solid Waste Management Bye-Laws, 2023.

6. It is further stated that there is no deliberate laches or willful disobedience on the part of the Naihati Municipality in order to manage the waste in the nature it deserves.

7. I crave leave to make appropriate submissions of law at the time of hearing. I also crave leave to produce all relevant documents, if necessary, at the time of hearing.



13 DEC 2024

8. It is therefore most respectfully prayed that this Hon'ble Tribunal may pass such order and/or orders as it deem fit and proper, for the ends of justice.

9. The statements contained in paragraph Nos.1 to 4 and it's sub paragraphs from (i) to (xv) are true to my knowledge which I verily believe to be true and rests are my humble submissions before this Hon'ble Tribunal.

DEPONENT

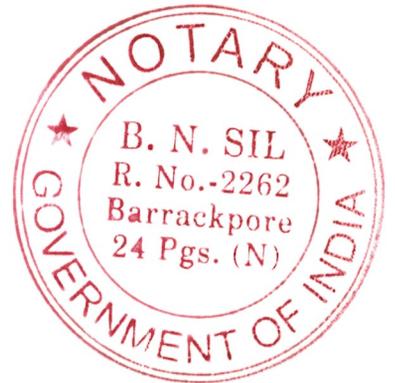
Executive Officer  
Naihati Municipality  
Naihati, North 24 Parganas

Prepared in my office &

Identified by me ;

Advocate.

Solemnly affirmed before me on this  
the 13<sup>th</sup> day of December, 2024.



NOTARY

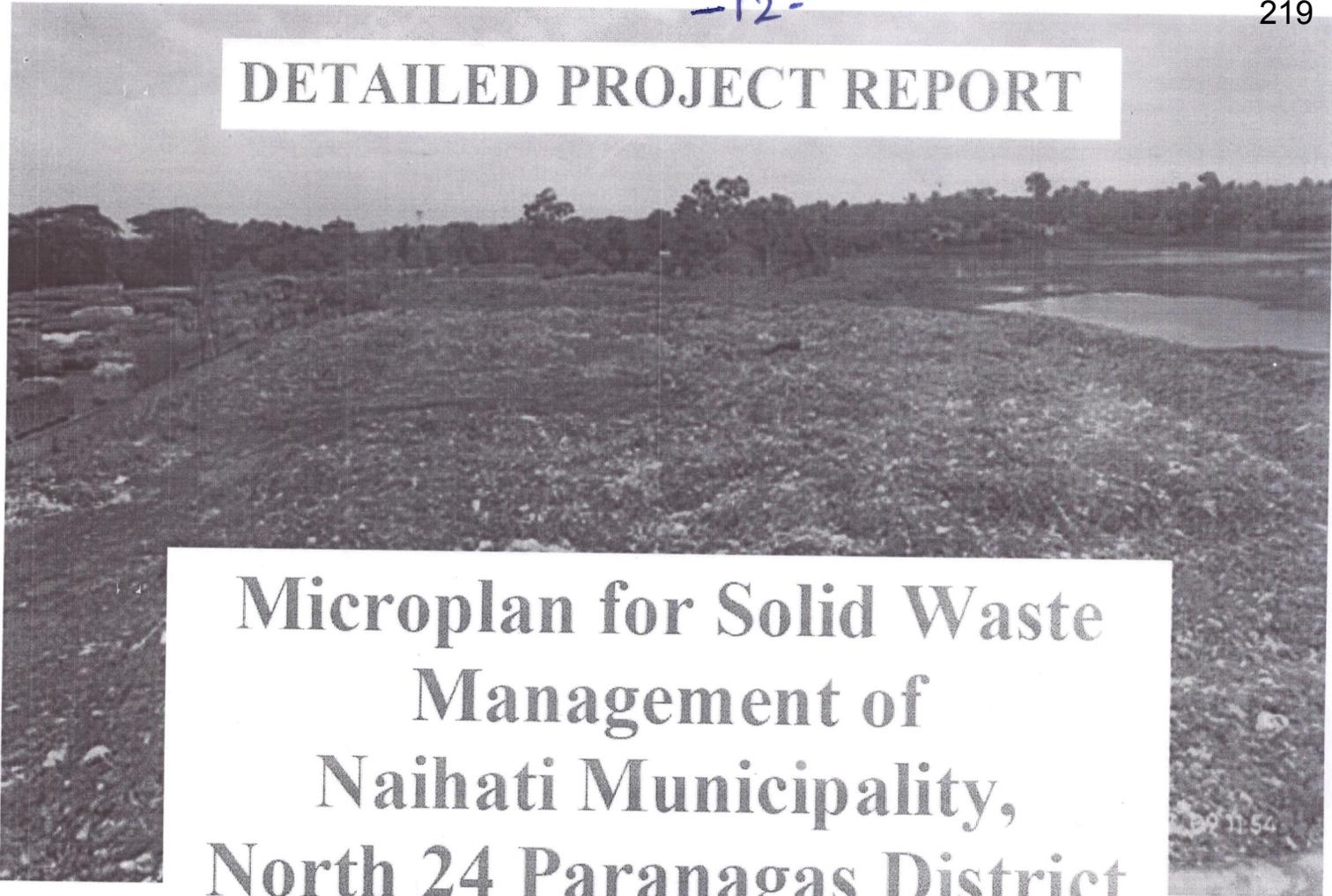
SOLEMNLY AFFIRMED

DECLARED BEFORE ME  
ON 13 DEC 2024

BHOLANATH SIL  
NOTARY R/NO- 2262  
GOVT OF INDI.

13 DEC 2024

# DETAILED PROJECT REPORT



## Microplan for Solid Waste Management of Naihati Municipality, North 24 Paranagas District

ANNEXURE- "R8/1"



Prepared by  
**SIGMA Foundation**



For  
**State Urban Development Agency , Kolkata**



## Executive Summary

### Background

1. As per West Bengal Municipal Act 1993, removing solid waste is an obligatory function of the Municipal Authority. State Urban Development Agency (SUDA), Government of West Bengal has decided to prepare specific micro-plan cum action plan for each Urban Local Body (ULB) of the state and assist the ULBs by providing handholding support for execution of the plan. Accordingly, proposal was sought from different agencies to conduct micro-planning for management of Municipal Solid Waste Management (MSWM) and to provide handholding support for one year after launching the project. SIGMA Foundation, a 'not for profit' organization was selected to prepare the DPR and provide handholding support for Naihati Municipality. Accordingly, an MOU was signed between SUDA, Government of West Bengal and SIGMA Foundation on 16<sup>th</sup> December, 2019.
2. The scope of work, as per the Work Order, broadly covers assessment of the quantum and nature of waste, existing system of SWM, micro-planning for door- to-door collection of waste from every Household (HH), every Non-Residential Premises (NRPs) in a segregated manner and important public places, transportation of the waste, processing of waste including location of suitable land for establishment of processing plants for both wet and dry waste, proposing suitable Land Fill Site (SLF), examination of existing dumping grounds, suggestion of viable business models for recycling waste, strengthening administrative arrangement for efficient management of MIS and IEC activities at various level for behavioural change. Accordingly, SIGMA Foundation has prepared this DPR. The DPR has been presented in nine Chapters.

### Population Projection (from 2020 to 2051)

Method Followed	Estimated Population During the Year				
	2020	2021	2031	2041	2051
Average of AM, IM & GM	236400	250129	282438	315478	349668

### Quantitative & Qualitative Assessment of Waste

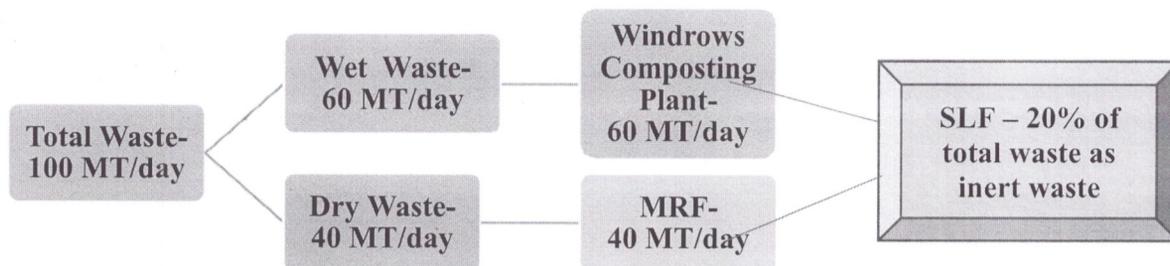
Quantitative Assessment of waste		
Total waste generated per capita per day in grams (gpcd) as on 2020	Total wet waste generated per capita per day in grams (gpcd) as on 2020	Total dry waste generated per capita per day in grams (gpcd) as on 2020
425	255 (60%)	170 (40%)

Qualitative Assessment of waste			
Sl. No.	Test Parameters	Unit	Results
1	Carbon	%	7.24
2	Nitrogen	%	0.21
3	Phosphorous as P	%	0.102
4	Potassium	%	1.06
5	C:N Ratio	-	34.48:1
6	Moisture content	%	50.2
7	Calorific value (Dry Basis)	Kcal/kg	1382

### Proposed Plants with their Capacity & Mass Balance Diagram

Year	Wet waste processing plant (MT/ day)	Dry waste processing plant (MT/ day)		
	Windrows composting Plant	MRF	Recyclables at MRF @ 20% of total waste	Non-recyclables segregated at MRF
2020	60	40	20	20
2021	64	43	22	21
2031	80	54	27	27
2041	99	66	33	33
2051	121	81	41	40

## Naihati Municipality Microplan



## Area Requirement for Each Plant With the availability of the land in the ULB

Type of facility	Cumulative Land Required (Acres)					Land Available (Acres)	Location	Ownership
	2020	2021	2031	2041	2051			
Windrows Composting Plant	1.87	2.13	2.50	3.11	3.75	8.25	Mouza Rajendrapur, J.L No. 10 and Mouza Garifa, J.L. No. 2, Ward No. 22	Naihati Municipality
MRF	0.19	0.21	0.26	0.32	0.39			
<b>Total</b>	<b>2.06</b>	<b>2.34</b>	<b>2.75</b>	<b>3.42</b>	<b>4.14</b>			

## Capacity of SLF

1.	Daily average fresh waste generation for 30 years (2020-2051), MT/day	141.77
2.	% of inert waste in average fresh waste generation	20%
3.	Daily inert waste generation = 20% of (1), MT/day	28.35
4.	Quantity of inert waste in 30 years (2020-2051) = (3)*365*30, MT	310467.76
5.	Quantity of legacy waste, MT	300000
6.	% of processed legacy waste to be disposed as inert waste in landfill	19%

## Naihati Municipality Microplan

7.	Quantity of inert waste from processed legacy waste for disposal in landfill = 25% of (5), MT	57000
8.	Total waste generation in 30 years = (4) + (7) = Designed waste quantity, MT	367467.76

**Area requirement for SLF**

Final size of landfill = **15.86 acres**

**Gap Analysis for Vehicle & Manpower Requirement**

<b>Manpower Requirement</b>				
Sl. No.	Category/Activity	Number of workers		
		Total required	Already available	Further required
1	Primary and secondary collection staff	872	526	346
2	Driver for Auto Tipplers	242	2	240
3	Driver for hook loader	2	0	2

<b>Vehicle Requirement</b>				
Sl. No.	Type of vehicle	Number of vehicles		
		Total required	Already available	Further required
1	Pedal Tricycle Vans with 8-40L bins	630	0	630
2	0.5 cu.m Battery operated auto-tipper	173	0	173
3	4- Wheeler Fuel operated auto-tipper (3.2 cu. m)	49	0	49
4	3- Wheeler Fuel operated auto-tipper (2 cu. m)	20	0	20
5	Hook loader	2	0	2

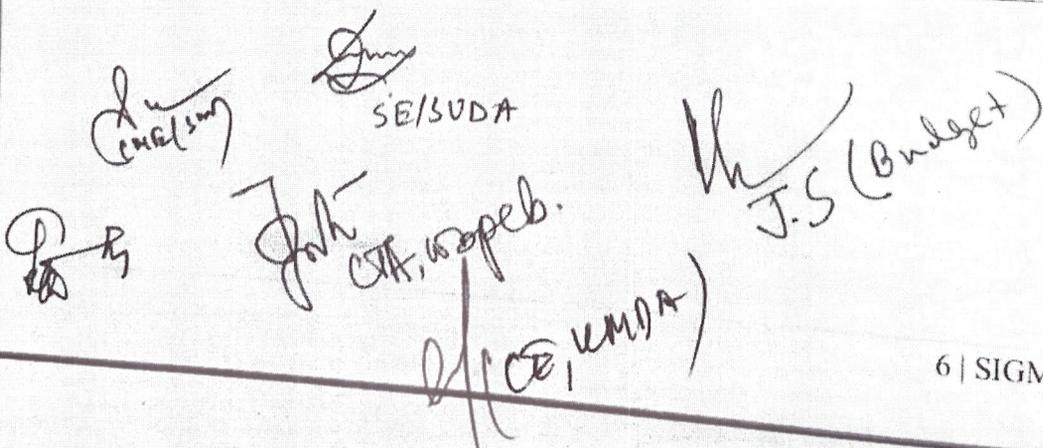
Naihati Municipality Microplan

**Financial Analysis**

Tipping Fee / ton of fresh MSW (2020-2025), Rs.	812
Average waste generation (2020-2025), MT	39401
Tipping fee (2020-2025), Rs. crores	19.21
Tipping Fee / ton of fresh MSW (2026-2030), Rs.	837
Average waste generation (2026-2030), MT	41814
Tipping fee (2026-2030), Rs. crores	17.50
Total Tipping fee (2020-2030), Rs. crores	36.70

**Cost Abstract**

Sl. No.	Activities	Cost Involvement (2020-2030)
		(Rs. crores)
1	Installation and operation of waste processing facilities (Windrows Composting Plant + MRF + SLF) @ Tipping Fee = Rs. 812 (2020- 2025) & Rs. 837 (2026-2030) / ton of fresh MSW	36.70
2	Additional manpower for conservancy works	69.34
3	Acquiring additional vehicles for conservancy works	27.93
4	Construction of parking depots	0.18
5	Acquiring storage bins	0.88
6	Developing IT facilities, GIS and grievance redressal	0.56
7	Procuring consumables & protective gears for the conservancy workers	7.59
8	Onsite bioremediation cum biomining of legacy waste	19.90
<b>Total</b>		<b>165.39</b>


  
 (MRE/SM)      SE/SUDA      J.S (Budget)
   
 J.K.      CTA, Wapeb.      (CE, UMDA)

SUDA

রাজ্য নগর উন্নয়ন সংস্থা  
STATE URBAN DEVELOPMENT AGENCY  
"ইলগুস ভ্রাবান", এইচসি ব্লক, সেক্টর-৩, বিধাননগর, কলকাতা-৭০০ ১০৬, পশ্চিমবঙ্গ  
"ILGUS BHAVAN", HC Block, Sector - III, Bidhannagar, Kolkata - 700 106, West Bengal

Memo No. : SUDA-817/2020/

Date: 07.12.2023

From : Director, SUDA

To : M/s. M. D. Engineering & Surveys,  
12 Nayan Tara Ghat Stand Road, P.S+P.O - Nabadwip, Nadia.

LETTER OF ACCEPTANCE CUM WORK ORDER

Sub: Letter of Acceptance (LoA) cum Work Order for 'Assessment of the area, volume and total quantity of Land Fill (Legacy Waste), Geo-technical Investigation & Determination of In-Situ Density, Bulk Density and Moisture Content at Nalhati Municipality area in West Bengal using Drone'.

NIQ Ref. No. SUDA-SUDA-817/2020/9051, dated: 21.11.2023

Estimated amount: Rate to be quoted

Tendered Amount: Rs.97,300/-

Sir/ Madam,

This is to notify you that your quoted amount for the work under reference has been duly accepted by the authority at a total contract price of Rs. 97,300/- (including GST & all other taxes). As per stipulation of NIQ, security money will be deducted from the bill and the same will be released after 3 (Three) months of completion of the work.

15 days time allowed for execution of the work will be reckoned from the date of issue of LOA cum work order. You are requested to contact Shri Dipak Naskar, SE, SUDA, for carrying out the contract & he will supervise the work. You are also requested to attend this office within 3 days from the date of issue of this LOA cum Work Order for execution of the formal agreement on non-judicial stamp paper. This Notification of Award is being sent to you in duplicate and you are requested to return without delay one copy of the letter duly signed and stamped, in token of your acknowledgement.

The entire work will be executed as per the contractual terms, conditions, specifications as mentioned in NIT and direction of The Director, SUDA or his authorised person.

Yours faithfully

Director, SUDA 07/12/2023

Memo No. : SUDA-817/2020/

Date:07.12.2023

Copy forwarded for information to:

1. District Magistrate, Concerned district.
2. Shri J. Chaudhuri, Additional Secretary, UD&MA Department, Govt. of West Bengal
3. Shri A. Ray, FA, SUDA, Govt. of West Bengal
4. Shri D. Naskar, SE, SUDA
5. Shri G. Hore, FO, SUDA
6. Executive Officer, Concerned ULBs
7. Private Secretary to Hon'ble MIC, UD & MA Department, Govt. of West Bengal
8. PS to Principal Secretary, UD & MA Department, Govt. of West Bengal

Director, SUDA 07/12/2023



রাজ্য নগর উন্নয়ন সংস্থা

SUDA

## 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

Memo No. SUDA-1383/2024/ 7265

Date: 30.08.2024

From : Additional Director, SUDA

To : Amin Consulting Engineers  
 2, No Khalishakota Pally, P.O : Italgacha,  
 North 24 Pgs, Kol -700079

## LETTER OF ACCEPTANCE CUM WORK ORDER

**Sub** :Letter of Acceptance (LoA) cum Work Order for‘Sub-soil investigation for processing of Municipal Solid Waste (MSW) of 101 TPD under Swachch Bharat Mission within Naihati Municipality in West Bengal’.

NIQ Ref. No.: SUDA-1383/2024/5975 Date: 16.08.2024

Tendered Amount : Rs.91,000.00 /-(Inclusive of all taxes &amp; GST)

Sir/ Madam,

This is to notify you that your bid for the work under reference has been duly accepted by the authority for a total contract price of **Rs.91,000.00** /-(including GST & all other taxes).As per stipulation of NIQ, security amount will be deducted from each bill and the same will be released after 3 (Three) months of completion of the work on demand by the successful bidder.

The time of **30 days allowed for execution** of the work will be reckoned from the date of issue of LOA cum work order. You are requested to **contact Shri Suthirtha Chatterjee, EE, SUDA (9432803552)** for carrying out the contract & supervision of the work.

You are also requested to attend this office **within 7 days** from the date of issue of this letter for execution of the formal agreement on non-judicial stamp paper. This Notification of Award is being sent to you in duplicate and you are requested to return without delay one copy of the letter duly signed and stamped, in token of your acknowledgement.

The entire work will be executed as per the contractual terms, conditions, specifications as mentioned in NIQ and direction of The Director, SUDA or his authorised person.

Yours faithfully

*Randhu*  
 Additional Director, SUDA  
 30.08.2024

Date: 30.08.2024

Memo No. SUDA-1383/2024/ 7265/1(6)

## Copy forwarded for information to:

1. FA, SUDA, Govt. of West Bengal
2. SE, SUDA
3. FO, SUDA
4. Shri Suthirtha Chatterjee, EE, SUDA
5. Private Secretary to Hon'ble MIC, UD & MA Department, Govt. of West Bengal
6. PS to Secretary, UD & MA Department, Govt. of West Bengal

*Randhu*  
 Additional Director, SUDA  
 30.08.2024

দুরভাষ : (০৩৩) ৬৬৩৬৬৬০০

Tel : (033) 66366600, E-mail : wbsudadir@gmail.com

Account Section : (033) 66366627



-20-

ANNEXURE-"R8/27"

রাজ্য নগর উন্নয়ন সংস্থা

SUDA

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

Memo No. SUDA-1383/2024/ ৭৭৩৪

Date: 24.10.2024

From : Additional Director, SUDA

To : M/s Amin Consulting Engineers  
Prop: Tamali Amin  
2, No Khalishakota Pally, P.O : Italgacha,  
North 24 Pgs, Kolkata-700079

LETTER OF ACCEPTANCE CUM WORK ORDER

Sub : Preparation of Design, Drawing & estimates for processing of Municipal Solid Waste (MSW) of 101 TPD under Swachh Bharat Mission within **Naihati Municipality** in West Bengal.

NIQ Ref. No.: SUDA-1383/2024/7158 Date: 24.09.2024

Tendered Amount : Rs.92,500.00 /-(Inclusive of all taxes & GST)

Sir/ Madam,

This is to notify you that your bid for the work under reference has been duly accepted by the authority for a total contract price of **Rs.92,500.00** /-(including GST & all other taxes).As per stipulation of NIQ, security amount will be deducted from each bill and the same will be released after 3 (Three) months of completion of the work on demand by the successful bidder.

The time of **30 days** allowed for execution of the work will be reckoned from the date of issue of LOA cum work order. You are requested to contact **Shri Sutirtha Chatterjee, EE, SUDA (9432803552)** for carrying out the contract & supervision of the work.

You are also requested to attend this office **within 7 days** from the date of issue of this letter for execution of the formal agreement on non-judicial stamp paper. This Notification of Award is being sent to you in duplicate and you are requested to return without delay one copy of the letter duly signed and stamped, in token of your acknowledgement.

The entire work will be executed as per the contractual terms, conditions, specifications as mentioned in NIQ and direction of The Director, SUDA or his authorised person.

Yours faithfully

23.10.2024  
Additional Director, SUDA

Date: 23.10.2024  
24

Memo No. SUDA-1383/2024/৭৭৩৪/১(৬)

Copy forwarded for information to:

1. FA, SUDA, Govt. of West Bengal
2. SE, SUDA
3. FO, SUDA
4. Shri Sutirtha Chatterjee, EE, SUDAp
5. Private Secretary to Hon'ble MIC, UD & MA Department, Govt. of West Bengal
6. PS to Secretary, UD & MA Department, Govt. of West Bengal

23.10.2024  
Additional Director, SUDA

দূরভাষ : (০৩৩) ৬৬৩৬৬৬০০

Tel : (033) 66366600, E-mail : wbsudadir@gmail.com

Account Section : (033) 66366627

### State Urban Development Agency

'ILGUS BHAWAN', HC Block, Sector III, Bidhannagar, Kolkata – 700106  
Email: [wbsudadir@gmail.com](mailto:wbsudadir@gmail.com)

Memo No. SUDA-1330/2024/8293

Date: 18.11.2024

#### **Notice inviting e-tender for Selection of Concessionaire for 'Disposal of 1.44 Lakh MT of legacy waste through Bio-mining and Bio-remediation process and reclamation of the land at Naihati dump site within Naihati Municipality under Swachh Bharat Mission/Mission Nirmal Bangla in West Bengal (1<sup>st</sup> Call)'**

The Director, for and on behalf of the State Urban Development Agency(SUDA), Urban Development and Municipal Affairs Department, Government of West Bengal invites rates from reputed and bonafide Agencies having experience and acumen in bio-mining and bio-remediation of legacy waste/processing and disposal of any types of solid waste, for the work as depicted hereunder for selection of Concessionaire for 'Disposal of 1.44 Lakh MT of legacy waste through Bio-mining and Bio-remediation process and reclamation of the land at Naihati dump site within Naihati Municipality under Swachh Bharat Mission/Mission Nirmal Bangla in West Bengal'.

Description of Work	Initial Earnest Money Deposit (in Rs.)	Contract Duration
Disposal of 1.44 Lakh MT of legacy waste through Bio-mining and Bio-remediation process and reclamation of the land at Naihati dump site within Naihati Municipality under Swachh Bharat Mission/Mission Nirmal Bangla in West Bengal.	<b>10,00,000.00</b> (Rupees Ten lakh only)	18 months from the date of issuance of work order including 2.5 months mobilization/ machineries installation period.

Interested bidders may download the complete Request for Proposal, from e-tender portal i.e. <http://wbtenders.gov.in>. No liability will be accepted for downloading the incomplete document.

Tender Schedule as follows:

<b>Sl. No.</b>	<b>Particulars</b>	<b>Date and Time</b>
A.	Date of uploading of Bid Document and Tender Documents (Online Publishing Date)	19.11.2024 at 5.00 pm
B.	Documents download start date (Online)	19.11.2024 at 5.30 pm
C.	Documents download end date (Online)	11.12.2024 at 6.00 pm
D.	Pre-bid meeting	03.12.2024 at 1.00 pm at the office of the State Urban Development Agency at ILGUS Bhawan, HC Block, Sector III, Salt Lake City, Kolkata-700106
E.	Bid submission starting	19.11.2024 at 6.00 pm
F.	Bid Submission closing (Bid Due Date)	11.12.2024 at 6.30 pm
G.	Bid opening date for Technical Proposals	13.12.2024 at 6.30 pm
H.	Date of communicating list for Technically Qualified Bidders	To be notified
I.	Date of Opening of Financial Proposal	To be notified
J.	Date of issuance of Work Order / Signing of Agreement	To be notified

The Director, SUDA reserves the right to accept or reject any or all proposals and to modify the terms and conditions without assigning any reason thereof.

\_\_\_\_\_  
Director, SUDA

**OFFICE OF THE SUPERINTENDING ENGINEER  
EAST CIRCLE  
MUNICIPAL ENGINEERING DIRECTORATE  
GOVERNMENT OF WEST BENGAL  
Poura Prashashan Bhawan (1<sup>st</sup> Floor), DD-1, Sector-1, Salt Lake, Kolkata- 700064  
E-mail : seeastcircle@yahoo.com**

Memo. No. ME/SE(E)/ 648 /1S-647/2024

Dated. 11/12/2024

**NOTICE INVITING e-TENDER**

Notice Inviting e-Tender No. **WBMAD/eNIT- 36 of SE (E) / 2024-25**  
of the Superintending Engineer, East Circle, Municipal Engineering Directorate, Government of West Bengal.

The **Superintending Engineer**, East Circle, Municipal Engineering Directorate, Government of West Bengal invites e-tender on **Percentage Rate Basis** for the works detailed in the table below.

(Submission of Bid through **online**)

List of Schemes:

Sl. No	Name of the work	Estimated Amount	Initial Earnest Money	Price of agreement papers consisting of Technical & Financial Bid documents and other annexures and W.B. Form No.2911	Period of Completion	Name of the Concerned Division	Eligibility of Contractor	Defect Liability Period
1	Construction of Proposed 101 TPD Municipal Waste Processing Plant & other ancillary works, Construction of Boundary Wall, Security room, control room, office room, other ancillary works and Construction of internal roads, drain & other ancillary works for proposed 101 TPD Municipal Waste Processing Plant under Swatch Bharat Mission within Naihati Municipality.	<b>Rs. 12,20,94,077.00</b>	<b>Rs. 10,00,000.00</b> <i>(Details of which has been narrated in instruction to Bidders)</i>	Rs.10,000.00 (see note below)	Twelve (12) Months from the date of received of work order.	North 24 Parganas Division, M.E. Dte., Govt. of W.B.	Bonafide Eligible contractor through pre-qualification having necessary eligibility as mentioned below	05 (five) year(s).

**Scope of work:-**

**(Detailed schedule of work attached with eNIT in .Pdf format as mentioned in Sl. No. 34)**

- A) Construction of Proposed 101 TPD Municipal Solid Waste Processing plant and other Ancillary work under Swatch Bharat Mission.
  - B) Construction of Boundary Wall, Security Room , Control Room, Office Room and other Ancillary works for Proposed 101 TPD Municipal Solid Waste processing plant under Swatch Bharat Mission.
- &
- C) Construction of Internal Roads, Drains and other ancillary works, for proposed 101 TPD Municipal Solid Waste processing Plant under Swatch Bharat Mission within Naihati Municipality.

-24-

**NB:** - (i) Intending Tenderer will not have to pay the cost of tender documents for the purpose of participating in e-tendering, but the successful L1 (Lowest) Bidder will have to pay the cost of tender documents of 3 (*three*) sets @ price mentioned in the list of scheme of NIeT during purchase of tender documents for execution of agreement as per notification no. 452 - A / PW / O / 10 C - 35 / 10 dated 26.07.2011 of the Secretary, to the Govt. Of West Bengal & subsequent no.199-CRC/2M-10/2012 dated 21/12/2012 of the Secretary, Public Works Department, CRC Branch, and Government of West Bengal. In case of any contractor (L1) expressed his / her willingness to have extra copy of the standard contract forms, only one spare copy of standard contract form may on payment of prescribed price be supplied to a contractor or firm of contactors, eligible to tender in a specific work on receipt of written requisition well in advance for the same. Initial Earnest money amounting to Rs 10,00,000.00 (Ten Lakh) , will have to be submitted online by all intending Tenderers. Earnest Money will be 2% of Estimated Amount put to Tender & Balance Earnest Money will be deposited by L1 Bidder at time of Agreement.

- (ii) Enlistment of Contractors has been abolished as per Govt. order no. 1177-F(Y) dated 28/02/2014.
- (iii) Payment to the contractor for the work shall be made through the State Mission Director, Solid Waste Management and Director, SUDA, West Bengal. Nodal Engineer-in-Charge (Executive Engineer Civil of the North 24 Parganas Division, MED) of the work will be recommend and submit the 'passed for payment' Bill to the State Mission Director, Solid Waste Management and Director, SUDA, West Bengal through Chief Engineer, M.E.Dte.
- (iv) In the mode of payment by the Department, a certificate be issued prior to the payment of R.A. & Final Bill of the scheme. In this connection, a certificate in form of Annexure-A (attached herewith) should be issued by the Chairman of Naihati Municipality on qualitative & quantitative aspect of the scheme. (Vide memo no. 763-UDMA-13014(17)/1/2023 dt.15.03.2024.)

**Annexure-A**

**Certificate for qualitative and quantitative execution  
of the scheme**

- |                                      |   |  |
|--------------------------------------|---|--|
| 1. Name of the Scheme                | : |  |
| 2. Name of the agency                | : |  |
| 3. Tender No & Date                  | : |  |
| 4. Tender Amount                     | : |  |
| 5. Work order No & Date              | : |  |
| 6. Bill No. & Amount                 | : |  |
| 7. Present physical progress at site | : |  |
| 8. Upto date financial progress      | : |  |

**Signature of Executive Engineer, MED**

This is to certify that the work is being executed/ completed satisfactorily.

**Chairperson/ Commissioner/ Executive Officer**

..... MC/ Municipality/ NAA

1. In the event of e-Filling, intending bidder may download the tender document from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate. EMD has to be deposited by the bidder through the following payment mode as per memorandum of the Finance Department vide No. 3975-F(Y) dated 28<sup>th</sup>July, 2016 read with Finance Department vide No. 5688-F(Y)dt.03.11.2016.
  - 1.1. Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI bank payment gateway.
  - 1.2. RTGS/NEFT in case of offline payment through bank account in any bank. (*Details of which has been narrated in "Instruction to Bidders"*).

Modalities regarding receiving performance Bank Guarantee will be as detailed in Finance Department memorandum No. 2691-E(Y) dt.02.05.2017.

Tender document may be download from website & submission of Technical Bid / Financial Bid as per Tender time schedule stated in "Date & Time Schedule".

The documents submitted by the bidders should be indexed and also should be according to his / their Firm name.

1.1.A bidder desirous of taking part in a tender shall login to the e-Procurement Portal of the Government of West Bengal <https://wbtenders.gov.in> using his login ID and Password and thereafter may download the tender document consisting of this N.I.T., Instruction to Bidders (Section - A), different Forms & Affidavits (Section - B), Special Terms & Conditions (Section-C), Specification of Work (Section - D), Additional Terms & Conditions and specification for Electrical works (Section -E)& Schedule of Works (BOQ), W.B. Form No. 2911 and Addenda & Corrigenda (*if any*) from the website directly with the help of Digital Signature Certificate.

1.2 **Earnest Money:** An earnest money as mentioned in table, shall have to be deposited by all intending tenderers. In any case Fixed Permanent Security Deposit will not be entertained as an earnest money.

As per G.O. No. 3975-F(Y) dated 28.07.2016 of the Secretary, Audit Branch, Finance Department a bidder should initiate payment of pre-defined EMD for the tender by selecting from either of the following payments modes :

2. The amount of pre-defined Earnest Money is to be submitted online in the following payments modes:

2.1. Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI bank payment gateway.

2.2. RTGS/NEFT in case of offline payment through bank account in any bank. (*Details of which has been narrated in "Instruction to Bidders"*).

### 3. Eligibility criteria for participation in tender:

#### 3.1. Requirement of Credentials:

##### 3.1.1 For 1<sup>st</sup> Call of NIT:

3.1.1.1. Intending tenderers should produce credentials of a similar nature of Completed at least one work of the minimum value of 40% (*Forty percent*) of the estimated amount during 5 (*five*) years prior to the date of issue of the tender notice  
or

3.1.1.2. Intending tenderers should produce credentials of 2 (*two*) similar nature of completed work, each of the minimum value of 30% (*Thirty percent*) of the estimated amount during 5 (*five*) years prior to the date of issue of the tender notice  
or

3.1.1.3. Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 80% (*Eighty percent*) or more and value of which is not less than the desired value at (3.1.1.1.) above;

In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tenderer. As per Go No. 04-A/PW/O/10C-02/14 Dated: 18.03.2015.

3.1.2 Annual Turn Over – will be as per below table

Annual turn over	40% of amount put to Tender
------------------	-----------------------------

(I.e. FY 2019-2020, 2020-2021, 2021-2022, 2022-2023, 2023-2024).

Note. Annual turnover should be any one year of the last five financial years in 3CB & 3CD format.

3.1.3 Bank solvency Certificate will be as per below table

Bank solvency	40% of amount put to Tender
---------------	-----------------------------

3.1.4 Bank solvency should be issued within one year prior to this e-NIT publication.

-26-

### 3.2. Other terms and conditions of the credentials:

- 3.2.1. Payment certificate will not be treated as credential;
- 3.2.2. Credential certificate issued by the Executive Engineer or equivalent or competent authority of a State / Central Government, State / Central Government undertaking, Statutory / Autonomous bodies constituted under the Central / State statute, on the executed value of completed / running work will be taken as credential.

No credential will be considered as valid unless it is supported by work order, price schedule or BOQ of work and completion certificate mentioning the date of completion issued by the competent authority not below the rank of Executive Engineer or equivalent or competent authority of a State / Central Government, State / Central Government undertakings, Statutory / Autonomous bodies constituted under the Central / State Statute. The completion certificate should indicate the value of the work (equal to booked expenditure).

- N.B. The credential certificate for completed works should contain (a) Name of work (b) Estimated Amount (c) Tendered amount, (d) Value of executed work (e) Date of Completion of project along with telephone number/ email ID & detail address for communication of client must be indicated in the Credential Certificate. *[Non Statutory Documents]*

- 3.2.3. The prospective bidders will have experienced technical personnel.

*[Non Statutory Documents]*

- 3.2.4. PAN Card, EPF, ESI certificate, Valid Professional Tax Deposit Challan, Valid Trade License, valid 15-digit Goods and Service Tax payer Identification Number (GSTIN) under GST Act. 2017 with relevant document(s) and any other(s) if applicable to be accompanied with the Technical Bid document.

*[Non Statutory Documents]*

- 3.2.5. The prospective bidders or any of their constituent partner(s) should not have abandoned any work during the last 3 (*three*) years from the date of publishing of this NIeT. Such abandonment or rescission will be considered as disqualification towards eligibility (a declaration in this respect through Affidavit will have to be furnished by the prospective bidders without which the technical bid will be treated as non-responsive. Neither prospective bidder nor any of constituent partner(s) should have been debarred to participate in tender(s) by the any Department, Government of West Bengal during the last 2 (*two*) years prior to the date of this NIeT. Such debarment will be considered as disqualification towards eligibility. (A declaration in this respect has to be furnished by the prospective bidders as per prescribed format without which the Technical Bid shall be treated non-responsive).

- 3.2.6. The Bidder's Net Worth for the last year calculated on the basis of capital, profit and free reserve available to the firm should be positive.

- 3.2.7. In case of Proprietorship and Partnership Firms and Company the Tax Audited Report in **3CB & 3CD** Form to be furnished along with Balance Sheet and Profit and Loss Account and all schedules forming the part of Balance Sheet and Profit & Loss Account. Tax Audited Report, Balance Sheet and Profit & Loss Account including all schedules forming the part of Balance Sheet and Profit & Loss Account should be in favour of applicant.

*[Non Statutory Documents]*

#### 3.2.8. Requirement of Machineries:

Following criteria regarding machineries and equipment to be used in different types of works should be adhered to:

- 3.2.8.1. Plant Machineries and Equipment should be owned or arranged through lease hold agreements by the bidders.

#### 3.2.8.5. In case of **Building Works**:

All machineries and equipment should be in running condition.

All plants, machineries and equipment will be verified by the competent authority before execution of the work.

*[Non Statutory Documents]*

- 3.2.9. Registered Unemployed Engineers' Co-operative Societies / Unemployed Labour Co-operative Societies are required to furnish valid Bye Law, Current Audit Report, Certificate of Registration and Valid Clearance

Certificate from A.R.C.S. for the year 2023/2024 Professional Tax Deposit Challan for the Financial Year 2023-2024, PAN Card, Valid 15-digit Goods & Service Tax Payer Identification Number (GSTIN) under GST Act, 2017 with relevant document with up-to-date return along with other relevant supporting papers.

[Non Statutory Documents]

- 3.2.10. **Joint Ventures will not be allowed for works upto 25 Crores.** For work more than 25 Crores in case of a joint venture, Lead Member of such joint venture will be required to meet 60% (*sixty percent*) of required Bid Capacity and each of the Joint Venture Members will be required to meet at least 30% (*thirty percent*) of requirement of BID Capacity. Bid Capacity of all the members in total should be at least 100%(one hundred percent)of required Bid Capacity.
- 3.2.11. A prospective bidder shall be allowed to participate in the particular Job either in the capacity of individual or as a partner of a firm. If found to have applied severally for a single job, all his applications will be rejected for that job, without assigning any reason thereof.
- 3.2.12. A partnership firm will have to furnish the registered partnership deed and a company will have to furnish the Article of Association and Memorandum.

[Non Statutory Documents]

Where an individual person hold a digital certificate in his / her own name duly issued to him / her against the company or the firm of which he / she happens to be a director or partner, such individual person shall, while uploading any tender for and on behalf of such company or firm, invariably upload a copy of registered power of attorney showing clear authorization in his / her favour, by the rest of the directors of such company or the partner of such firm, to upload such tender. The power of attorney shall have to be registered in accordance with the provision of the Registration Act.1908 as per G.O. no. 61/SPW/12 dated 08/06/2012.

- 3.2.13. **Partnership Firm, Company Limited Firm, Private Company Limited Firm shall be registered by the respective competent authority from the Registrar of Firms, Society, Non-Trading Corporation, Registrar of Companies etc. & copy of Registration Certificate (with allotment of Registration No.) will have be submitted, otherwise the Technical Bid will not be considered for qualification & Financial Bid shall not be opened.**

4. **The successful bidder will have to ensure field testing laboratory as & when required by the EIC.**
5. The payment will be made as and when fund is available from the concerned source. No claim whatsoever for delay in payment, if any, will be entertained. Retention money towards performance Security amount 10% [2% of earnest money and 8% (*Eight percent*) of the value of the work which will be deducted from the running account bill of the tender as per prevailing order]. No interest will be paid on security deposit.
6. Constructional Labour Welfare CESS @ 1% (one percent) of cost of construction will be deducted from the bill(s) of the contractor(s) on all contracts awarded on or after 01/11/2006 in pursuance with G.O. no. 599A/4M-28/06 dated 27/09/2006. GST, Royalty & all other Statutory levy / CESS will have to be borne by the contractor & the schedule of rates are inclusive of all the taxes & CESS stated above as per rule.

Successful Tenderers will be required to obtain valid Registration Certificate & Labor License from respective Regional Labour Offices where construction work by them are proposed to be carried out as per Clauses U/S 7 of West Bengal Building & other Construction Works' Act, 1996 and U/S 12 of Contract Labour Act.

Successful tenderers will be required to observe the following conditions strictly:

- 6.1. Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees State Insurance Act, 1948 should be strictly adhered to wherever such Acts become applicable.
- 6.2. Minimum wages to the workers shall be paid according to the rates notified and / or revised by the State Government from time-to-time under the Minimum Wages Act, 1948 in respect of scheduled employments, within the specified time as per law. Payment of bonus, wherever applicable, has to be made.
- 6.3. Adequate safety and welfare measures must be provided as per the provisions of the Building and other Construction Workers' (Regulation of Employment & Conditions of Service) Act, 1996 read with West Bengal Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Rules, 2004.
- 6.4. All liabilities arising out of engagement of workers are duly met before submission of bills for payment.

If there is any violation of any or all the relevant above criteria during execution of the job, it will render the concerned agencies ineligible for the work then and there or at any subsequent stage as may be found convenient.

7. Adjustment of Price (increase or decrease) Vide Notification No.23-CRC/2M-61/2008 dated 13/03/2009 & Notification No. 38-CRC/2M-61/2008 dated 20/04/2009 shall not be applicable. Since BOQ for the works under this NIeT is based upon the schedule of rates of Public Works Directorate, Government of West Bengal with Addendum & Corrigendum as mentioned hereinafter, the bidders shall quote their rate (percentage above / below / at par) accordingly considering that no escalation and / or price adjustment will be allowed by the Department thereto under any circumstances.
8. **No Mobilisation Advance and Secured Advance will be allowed.** Agencies shall have to arrange required land for installation of Plant & Machineries, (specified for each awarded work, storing of materials, labour shed, laboratory etc. at their own cost and responsibility nearest to the work site. The agencies will have to install the above machineries on the site within 45 (*forty-five*) days from this end positively with application of Tender.
9. **Bids shall remain valid for a period not less than 180 (one hundred eighty) days** from the last date of submission of Financial Bid / Sealed Bid. In case of inadvertent typographical mistake found in the specified schedule of rates / BOQ, the same will be treated to be so corrected as to conform to the relevant schedule of rates prevailing at the time of floating of tender and / or technically sanctioned estimate. No claim whatsoever for such inadvertent typographical mistake will be entertained.
10. Date & Time Schedule:

Sl. No.	Particulars	Date and Time
1	Date of publishing NIeT Documents.(online) ( <i>Publishing Date</i> )	11/12/2024 From 06:00 P.M. onwards.
2	Tender Document download start date and time. ( <i>online</i> )	11/12/2024 From 06:30 P.M. onwards.
3	Pre Bid Meeting with the intending Bidders. ( <i>Optional for the bidders</i> )	16/12/2024 at 01:00 P.M. At office of The Superintending Engineer, East Circle, Municipal Engineering Directorate, Government of West Bengal, Poura Prasashan Bhavan (1 <sup>ST</sup> Floor), DD-1, Sector-1 Saltlake, Kolkata-700064. (The intending bidders may send their queries, if any through e-mail <a href="mailto:seeastcircle@yahoo.com">seeastcircle@yahoo.com</a> on or before pre-bid meeting. If intending bidders remain absent in the pre-bid meeting, their queries if any may not be accepted in this regard and claim of bidders for queries may not be entertained and replied in future.)
4	Start Date of Bid Submission. ( <i>Technical and Financial</i> ) ( <i>online</i> )	12/12/2024 From 11:00 A.M. onwards.
5	Closing date and time of download of Tender Document ( <i>online</i> ).	12/01/2025 Up to 6.00 P.M.
6	Closing date and time of Bid submission ( <i>Technical and Financial</i> ) ( <i>online</i> ).	12/01/2025 at 6.00 P.M.
7	Date and time of opening of Technical Proposals ( <i>online</i> ).	14/01/2025 after 6.00 P.M
8	Date and time of uploading of list of Technically qualified bidders.(online)	Will be notified later on.
9	Date of uploading of final list of technically qualified bidders after disposal of appeals, if any.	Will be notified later on.
10	Date and time of opening of Financial Proposal ( <i>online</i> ).	Will be notified later on.

**11. There will be no provision of Arbitration.**

**No provision of Third-Party incorporation in any dispute redressal or settlement process of arbitration. "All the dispute arising from the provision of the said agreement come under the jurisdiction of Calcutta High Court or any other competent court as the case may be ". ( Ref. No. 215(Law)/UDMA-15011(99)/17/2023-LS-UD dated 10.03.2023 ).**

In this connection vide No.215(Law)/UDMA-15011(99)/17/2023-LS-UD, dated 10<sup>th</sup>.March 2023 order of the Principal Secretary, Deptt. of UD&MA shall be followed if otherwise not mentioned anything else.

"Except where otherwise provided in the contract all question and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of relating to the contracts designs, drawings, specifications, estimate, instructions, orders or these conditions or otherwise concerning the works, or the executions or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof shall be dealt with as mentioned hereinafter;

If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 (*fifteen*) days request the Chairman of the Dispute Redressal Committee in writing for written instruction or decision. Thereupon, the Dispute Redressal Committee shall give its written instructions or decision within a period of three months from the date of receipt of the contractor's letter.

The Dispute Redressal Committee in each of the works Departments shall be constituted with the following officials as members:

1. Additional Chief Secretary / Principal Secretary / Secretary of the Department concerned.	Chairman
2. Engineer-in-Chief / Chief Engineer or any officer of equivalent rank of the Department.	Member
3. One Designated Chief Engineer / Engineer of the Department to be nominated by the Department concerned.	Member Secretary and Convener
4. One representative of Finance Department of the Government not below the rank of Joint Secretary or Financial Adviser in case of the works Department where FA system has been introduced.	Member

This provision will be applicable irrespective of the value of the works to which the dispute may relate.

13. The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice inviting Tender, the cost of visiting the site shall be at the Bidder's own expense. Issuance of letter of acceptance / Work Order may be delayed and / or work may be financially restricted up to the limit of existing administrative approval until receipt of administrative approval / revised administrative approval from the competent authority (*in applicable cases*). Also issuance of letter of acceptance / work Order may be delayed and / or work may be restricted in some stretches till necessary land for the same is made available and / or encroachments are removed (*in applicable cases*). No claim, whatsoever, for such delay in issuance of Letter of Acceptance / Work Order and / or restriction of work will be entertained. Intending bidders may keep these criteria in mind while participating in tender and / or while quoting their rates.
- Guiding Schedule of Rates: Rates have been taken from P.W.D. (W.B.) Schedule of Rates for "Road & Bridge Works", "Building Works", "Sanitary & Plumbing Works" and Electrical works effective from 1<sup>st</sup> November 2017 along with upto date corrigenda & addenda and approved rates of the Superintending Engineer, Respective Circle, Municipal Engineering Directorate, Government of West Bengal.
14. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' before bidding.
15. Defect Liability Period:- As par Notification No. 5784-PW/L&A/2M-175/2017 dt. 12.09.2017 of Principal Secretary, PWD the following partial modification in the West Bengal Form No: 2911 (therein after referred to as printed Tender Form), in cancellation of earlier Notification No.177-CRC/2M-57/2008, Dt.12.07.2012 are made:-

Clause 17 of CONDITIONS OF CONTRACT of the Printed Tender Form shall be substituted by the following as per G.O. no. 5784-PW/L&A/2M-175/2017 dated 12/09/2017:

Clause 17 - If the contractor or his workmen or servants or authorized representatives shall break, deface, injure, or destroy any part of building, in which they may be working, or any building, road, road-curbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to the premises, on which the work or any part of it is being executed, or if any damage shall happen to the work from any cause whatsoever or any imperfection become apparent in it at any time whether during its execution or within a period of three months or one year or three years or five years, as the case may be (depending upon the nature of the work as described in the explanation appended hereto) hereinafter referred to as the Defect Liability Period, from the actual date of completion of work as per completion certificate issued by the Engineer-in-Charge, the contractor shall make the same good at his own expense, or in default, the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-Charge shall be final and binding on all concerned) from any sums, whether under this contract or otherwise, that may be then, or at any time thereafter become due to the contractor from the Government or from his security deposit, either full, or of a sufficient portion thereof and if the cost, in the opinion of the Engineer-in-Charge (which opinion shall be final and conclusive against the contractor), of making such damage or imperfection good shall exceed the amount of such security deposit and/or such sums, it shall be lawful for the Government to recover the excess cost from the contractor in accordance with the procedure prescribed by any law for the time being in force.

Provided further that the Engineer-in-Charge shall pass the "Final Bill" and certify thereon, within a period of thirty days with effect from the date of submission of the final bill in acceptable form by the contractor, the amount payable to the contractor under this contract and shall also issue a separate completion certificate mentioning the actual date of completion of the work to

the contractor within the said period of thirty days. The certificate of the Engineer-in-Charge whether in respect of the amount payable to the contractor against the "Final Bill" or in respect of completion of work shall be final and conclusive against the contractor. However, the security deposit of the work held with the Government under the provision of clause 1 hereof shall be refundable to the contractor in the manner provided here under:-

- (a) For work with three months Defect Liability Period:
- (i) Full security deposit shall be refunded to the contractor on expiry of three months from the actual date of completion of the work.
- (b) For work with one year Defect Liability Period:
- (i) Full security deposit shall be refunded to the contractor on expiry of one year from the actual date of completion of the work.
- (c) For work with three years Defect Liability Period:
- (i) 30% of the security deposit shall be refunded to the contractor on expiry of two years from the actual date of completion of the work;
  - (ii) The balance 70 % of the security deposit shall be refunded to the contractor on expiry of three years from the actual date of completion of the work;
- (d) **For work with five years Defect Liability Period:**
- (i) **No security deposit shall be refunded to the contractor for 1<sup>st</sup> 3 years from the actual date of completion of the work;**
  - (ii) **30% of the security deposit shall be refunded to the contractor on expiry of four years from the actual date of completion of the work;**
  - (iii) **The balance 70 % of the security deposit shall be refunded to the contractor on expiry of five years from the actual date of completion of the work,**

Explanation:

The word 'work' means and includes road work, bridge work, building work, sanitary and plumbing work, electrical work and/or any other work contemplated within the scope and ambit of this contract. For

- (i) The work of patch repair or patch maintenance in nature or a combination thereof, the Defect Liability Period of the work shall be three months from the actual date of completion of the work.
- (ii) Thorough Bituminous Surfacing work with bituminous thickness less than 40 mm, Repair & Rehabilitation of any road / bridge / culvert / building / Sanitary & Plumbing work, the Defect Liability Period of the work shall be one year from the actual date of completion of the work;
- (iii) Extension of building / bridge / culvert, Construction of new flexible pavement up to bituminous level which has been designed for a period of 3 years or more, Widening and strengthening of flexible pavement designed for a

- 31 -

period of 3 years or more, Improvement of riding quality / Strengthening of flexible pavement designed for a period of 3 years or more; Providing only mastic asphalt layer over existing bituminous surface without providing bituminous profile corrective course / bituminous base course, the Defect Liability Period of the work shall be three years from the actual date of completion of the work;

- (iv) Construction of new building / new bridge / new culvert, Reconstruction of building / bridge / culvert including construction of approach roads for bridge / culvert, Construction of rigid pavement, Reconstruction of rigid pavement, Construction of new flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Widening and strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Improvement of riding quality / Strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, the Defect Liability Period of the work shall be five years from the actual date of completion of the work

"The word 'Government' means the Government of the State of West Bengal in Municipal Engineering Directorate, UD&MA Department."

Additional provisions in substituted Clause 17 of the Condition of Contract of the printed tender form as per G.O. no. 52-CRC/2M-06/2014 dated 27/10/2014 and G.O. no. 5951-PW/L&A/2M-175/2017 dated 02/11/2017.

In cases of Refunding and Releasing of 100% (*one hundred percent*) Security Deposit held with the Government, arising out from works contract, Security Deposit will be released after issuance of Completion Certificate on submission of unconditional BANK GUARANTEE by the Contractor for the Security Deposit subject to the following conditions:

1. The Bank Guarantee will be issued by a Scheduled Commercial Bank in favour of the Engineer-in-Charge of the concern work, MED, Government of West Bengal on behalf of the contractor.
2. The Bank Guarantee shall remain valid for the whole Defect liability period/Security period as per contract of the work (No renewal in between should be required).
3. The Bank Guarantee will be submitted as per approved Format. The Engineer-in-Charge should obtain confirmation of the Bank Guarantee directly from the Bank before its acceptance.
4. The Bank Guarantee, now pledged in the form of Security Deposit will be released to the contractor in the following manner, if not forfeited under conditions of contract:

4.1. For work with 3 (*three*) months Defect Liability Period:

Full amount shall be refunded to the contractor on expiry of 3 (*three*) months from the actual date of completion of the work.

4.2. For work with 1 (*one*) year Defect Liability Period:

Full amount shall be refunded to the contractor on expiry of 1 (*one*) year from the actual date of completion of the work.

4.3. For work with 3 (*three*) years Defect Liability Period:

4.3.1. 30% (*thirty percent*) of the same shall be refunded to the contractor on expiry of 2 (*two*) years from the actual date of completion of the work;

4.3.2. The balance 70% (*seventy percent*) of the same shall be refunded to the contractor on expiry of 3 (*three*) years from the actual date of completion of the work.

4.4. For work with 5 (*five*) years Defect Liability Period:

**For this work defect liability period is 5 years from the date of completion of the work as per completion certificate issued by the concerned Executive Engineer, MED. However, completion certificate should be issued after completion of all items of works as per schedule as required including supplementary items (if any) in all respect.**

4.4.1. No amount shall be refunded to the contractor for first 3 (*three*) years from the actual date of completion of the work;

4.4.2. 30% (*thirty percent*) of the same shall be refunded to the contractor on expiry of 4 (*four*) years from the actual date of completion of the work;

4.4.3. The balance 70% (*seventy percent*) of the same shall be refunded to the contractor on expiry of 5 (*five*) years from the actual date of completion of the work.

16. In case of Ascertaining Authority at any stage of tender process or execution of work necessary registered irrevocable power of attorney is to be produced. Power of Attorney holders are not allowed to sign Tender Documents unless otherwise approved by the Government.

17. All intending bidders are requested to be present in the Office of office of the Superintending Engineer, East Circle, Municipal Engineering Directorate, Government of West Bengal, during opening of the Tender as per the dates mentioned in the notice to observe the tender opening procedure.
18. No CONDITIONAL/ INCOMPLETE TENDER will be accepted under any circumstances.
19. **Requirement of Principal Machineries which must be possessed by own/ Lease Hold agreement (as the case may be) are as shown and mentioned in Section – B.**  
Original documents in support of own / lease possession of the aforesaid machineries are to be furnished if required by the Tender Inviting Authority.
20. **In the event of acceptance of lowest tendered rate, no multiple minimum rate will be considered by the Department.**
21. **Omitted.**
22. The Tender Inviting Authority reserves the right to cancel the NIeT due to unavoidable circumstances and no claim in this respect will be entertained.
23. During the scrutiny, if it comes to the notice of the tender inviting authority that the credential(s) and/or any other paper(s) of any bidder are incorrect / manufactured / fabricated, that tender will be out rightly rejected and further penal action may be taken against him as per rule.
24. In case there is any objection regarding prequalifying an agency, that should be lodged to the Chairperson & Convener of the Bid Evaluation Committee, i.e., the Superintending Engineer, East Circle, Municipal Engineering Directorate, Government of West Bengal within 48 (*forty eighty*) hours (*including holidays*) from the date and time of publication of list of qualified agencies and beyond that time schedule no objection will be entertained by the Bid Evaluation Committee. The objection may also be submitted to the E-mail ID [seeastcircle@yahoo.com](mailto:seeastcircle@yahoo.com) of the Superintending Engineer, East Circle MED within the said time frame.
25. Before issuance of Letter of Acceptance / Work Order, the tender inviting authority may verify the credentials & other documents of the lowest tenderer if found necessary. After verification, if it is found that such documents submitted by the lowest tenderer are either manufactured or false, in that case Letter of Acceptance / Work Order will not be issued in favour of that tenderer under any circumstances and further penal action may be taken against him as per rule.
26. If any discrepancy arises between two similar clauses on different notifications, the clause as stated in later notification will supersede former one in following sequence:
- (i) West Bengal Form No. 2911
  - (ii) NIeT
  - (iii) Special terms & Conditions
  - (iv) Technical bid
  - (v) Financial bid

In case of inadvertent typographical mistake in the BOQ / Schedule of Works/ Price Schedule/rates /elsewhere, the same may be treated to be so corrected as to conform to the relevant schedule of rates and / or technically sanctioned estimate.

27. **Bid Evaluation Committee (BEC):**

A Bid Evaluation Committee (BEC) has been constituted under the Superintending Engineer East Circle, Municipal Engineering Directorate, Government of West Bengal, who is the tender inviting authority for all works beyond the tender accepting power of the Executive Engineers.

The members of Bid Evaluation Committee would be:-

1.	Superintending Engineer , East Circle, Municipal Engineering Directorate, Government of West Bengal	- Chairman & Convener
2.	Executive Engineer , East Circle, MED, Govt. of WB	- Member
3.	Assistant Engineer, East Circle, MED, Govt. of WB.	- Member
4.	Junior Engineer, East Circle, MED, Govt. of WB.	- Member

Or, as per consecutive orders from competent authority.

The Bid Evaluation Committee will do the technical and financial evaluations of the bidders for different types of works and make recommendation to the tender accepting authority. The bidders will have to meet all the minimum criteria regarding:-

- (a) Financial Capacity
- (b) Technical Capability comprising of personnel & plant & equipment capability

## (c) Experience / Credential

The eligibility of a bidder will be ascertained on the basis of his digitally signed documents in support of the minimum criteria as mentioned in (a), (b), (c) above with the help of his DSC and the declaration executed through prescribed affidavit in non-judicial stamp paper of appropriate value duly notarized. If any document submitted by a bidder is either manufactured or false, in such case the eligibility of the bidder/ tenderer will be out rightly rejected at any stage without any prejudice and further penal action may be taken against him as per rule.

28. **The Bid Evaluation Committee reserves the right to ignore minor deficiencies at their discretion in case of first call and no challenge whatsoever against such decision of the said committee will be entertained.** In case of re tender, the Bid Evaluation Committee reserves the right to ignore some deficiencies at their discretion and no challenge whatsoever against such decision of the said committee will be entertained. In case of third and subsequent calls, the Bid Evaluation Committee reserves the right to ignore some more deficiencies at their discretion and no challenge whatsoever against such decision of the said committee will be entertained.

29. Bidders should upload their documents from original copies. Uploading Photocopy & illegible copies will not be accepted.

**30. Quality Monitoring and Supervision Consultant:**

31.1. Reputed engineering firm may be engaged to act as Supervision Consultant as per direction of the Engineer-in-Charge. The Supervision Consultant will assist the Engineer-in-Charge to monitor the project, checking the quality and quantity of works etc. Supervision Consultant or any person authorized by the Engineer-in-Charge shall at all reasonable time have access to the site, all plant and all places where materials are being manufactured and tested. The contractor will have to afford every facility for and every assistance in obtaining the right to such access.

31.2. Third Party quality audit may also be conducted for quality monitoring as per sole discretion of the Engineer-in-Charge.

32. This NIeT shall form a part of the contract document. The successful bidder on acceptance of his bid by the Accepting Authority, shall have to sign the contract consisting of NIeT, all tender documents forming part of the bid as uploaded at the time of invitation of bid, the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto and standard West Bengal Form No. 2911.

**33. As per memorandum no. 4608-F(Y) dated.18.07.2018 of Finance Department Govt. of West Bengal, the successful bidder will have to submit Additional Performance Security @10% of the tendered amount, if the accepted bid value is 80% or less of the estimated amount put to tender.**

The Additional Performance Security shall be submitted in the form of Bank Guarantee from any Scheduled Bank before issuance of the Work Order. If the bidder fails to submit the Additional Performance Security within seven working days from the date of issuance of Letter of Acceptance, his Earnest Money will be forfeited and other necessary actions as per NIT like blacklisting of the contractor, etc, may be taken. The Bank Guarantee shall have to be valid up to end of the Contract Period and shall be renewed accordingly, if required.

The Bank Guarantee shall be returned immediately on successful completion of the Contract. If the bidder fails to complete the work successfully, the Additional Performance Security shall be forfeited at any time during the pendency of the contract period after serving proper notice to the contractor. Necessary provisions regarding deduction of security deposit from the progressive bills of the contractor as per relevant clauses of the contract shall in no way be altered/affected by provision of this Additional Performance Security.

**34. Cost of Tender Documents:** Comprises the following documents

- i) W.B Form 2911
- ii) BOQ (Civil work detailed estimate in PDF format in Schedule-I (Annexure – A, B & C)
- iii) Detailed drawing in PDF format (Annexure – I )
- iv) Additional Terms and Condition.

The intending Tenderers shall not have to pay the cost of tender documents for the purpose of participating in e-tendering vide Notification No. 199-CRC/2M-10/2012 dated 21/12/2012 of the Secretary, Public Works Department, Government of West Bengal.

- 34 -

However, the successful bidder shall have to pay the cost of contract documents as per NIET at the time of formal agreement.

### PENAL ACTION

During scrutiny or at any stage of bidding or even after award of contract, if it is come to the notice to tender inviting authority that the credential or any other papers are incorrect / manufactured / fabricated, that bid will be considered as non-responsive and out rightly rejected & the firm / company shall also be liable to be prosecuted under Section 197, 199 & 200 of Indian Penal Code, 1860 along with Section 71 & Section 73 of Indian Information & Technology Act 2008 & any other applicable law for the time being in force in addition to forfeiture of Earnest Money / Security Deposit. Action will also be taken as per provision of relevant clauses of contract.

All documents / papers uploaded / submitted by the bidder must be legible.

Superintending Engineer  
East Circle,  
Municipal Engineering Directorate,  
Government of West Bengal.

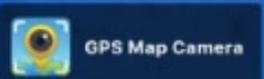
Memo. No. ME/SE(E)/ 648 (1-6) /15-647/2023

Dated. 11/12/2024

Copy forwarded for information and for forwarded wide circulation through his Office Notice Board to:-

1. The Director, SUDA, West Bengal
2. The Chief Engineer ( South Zone), MED, Bikash Bhavan, Salt Lake Kolkata
3. The Additional Chief Engineer, South, MED
4. The Superintending Engineer, Head Quarter, MED.
5. The Chairman, Naihati Municipality.
6. The Executive Engineer, North 24 Parganas Division, MED.

Superintending Engineer  
East Circle,  
Municipal Engineering Directorate,  
Government of West Bengal.



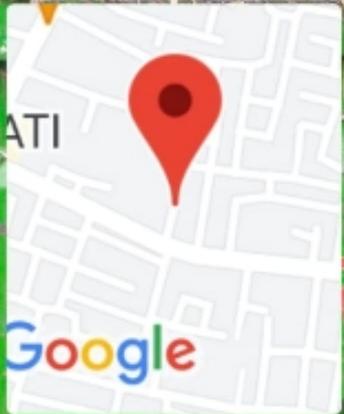
**Kolkata, West Bengal, India**  
VCMH+M76, Naihati Urban, Purnananda Pally,  
Naihati, Kolkata, West Bengal 743165, India  
Lat 22.883938°  
Long 88.428032°  
20/06/22 09:23 AM



- 37 -



GPS Map Camera



**Kolkata, West Bengal, India**

150, Naihati - Habra Rd, Kolkata, Naihati - Habra Rd, Naihati,  
Kolkata, West Bengal 743165, India

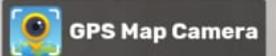
Lat 22.888955°

Long 88.424249°

13/09/22 09:50 AM GMT +05:30

শুকনো বর্জ

GoSw  
Control Room  
2437100000  
Email: jayanta@swa.gov.in



Check In

**Kolkata, West Bengal, India**

VCQ7+H74, Aurobinda Road, Naihati, Kolkata, West Bengal 743165, India

Lat 22.888744°

Long 88.412992°

06/11/24 08:31 AM GMT +05:30



Goole



North 24 Parganas, West Bengal, India  
6, National Park Rd, Naihati, West Bengal 743165, India  
Lat 22.890152°  
Long 88.425004°  
06/11/24 08:29 AM GMT +05:30



 **GPS Map**  
**Camera Lite**

2, Naihati Madral Rd, Naihati Urban, Naihati, Kolkata, West Bengal  
743126, India

Latitude  
22.88581175041592°

Longitude  
88.42487348492007°

Local 08:21:42 AM  
GMT 02:51:42 AM

Altitude 12 meters  
Tuesday, 05.11.2024




**GPS Map**  
**Camera Lite**

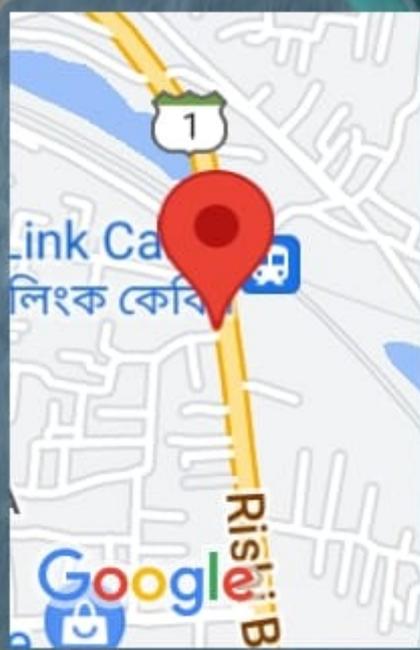
VCPF+8WF, Naihati Madral Rd, Naihati Urban, Naihati, West Bengal  
 743165, India

Latitude  
 22.8858498°

Longitude  
 88.4247122°

Local 08:21:29 AM  
 GMT 02:51:29 AM

Altitude 12 meters  
 Wednesday, 06.11.2024



Kolkata India  
BUS STOP, 592, Rishi Bankim  
Chandra Rd, near 4 NO. BRIDGE,  
Garifa, Naihati, Kolkata, West Bengal  
743166, India

Lat: 0.0  
Lng: 0.0

05-11-2024



0 °C  
287° W  
35µT  
0.0 ms  
Humidity

0.0 hpa

-15

100.0

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

ORIGINAL APPLICATION No.  
197/2024/EZ

IN THE MATTER OF ;

PRAMEYA FOUNDATION

....APPLICANT.

-VERSUS-

THE STATE OF WEST BENGAL &  
OTHERS.

....RESPONDENTS.

COUNTER AFFIDAVIT ON  
BEHALF OF THE EXECUTIVE  
OFFICER, NAIHATI  
MUNICIPALITY, RESPONDENT  
No.8 HEREIN.

ARANYA SAHA.

Advocate.

High Court At Calcutta.

7 Old Post Office Street,

Ground Floor, Room No: 8,

Kolkata-700001.

(033)22627342

Ph No. 9674740440.

E-mail Id:aranyasahahc@gmail.com

Enrol No : F/1431/2017