

BEFORE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH,  
NEW DELHI

O.A. No.623 of 2018

**IN THE MATTER OF:**

Mahesh Kumar

....Applicants

Versus

State of Haryana & Ors

....Respondents

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PLACE: NEW DELHI  
DATED: 24/7/2019

FILED BY:

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**REPORT ON BEHALF OF DEPUTY  
COMMISSIONER, FARIDABAD IN  
COMPLIANCE OF ORDER DATED 17.12.2018.**

**MOST RESPECTFULLY SHOWETH:**

1. That this Hon'ble Tribunal considering the allegations made in the application, vide order dated 12.09.2018 directed the Deputy Commissioner, Faridabad to look into the matter and take appropriate action in accordance with law.
2. That during the course of hearing on 17.12.2018, it was apprised that to avoid dumping of waste at the land in question, action plan has been prepared including preparation of Draft Project Report (DPR). Tentative time of execution of the work was stated as four months.
3. That relevant facts pertaining to project in question are as follow :
  - (i) That village Sihi was adopted by the Hon'ble Minister Sh. Vipul Goel for development of the village (as Adarsh

Gram) and he desired by him that park may be developed in place of Sitla Mata Pond in village Sihi.

- (ii) That accordingly, with the approval of the competent authority, 'Notice Inviting Tender' was floated on 27.08.2018 inviting the Expression of interest (EOI) for the work of design, drawing and estimate of development of park in Sitla Mata Pond, in village Sihi, Faridabad.
- (iii) That tender submitted by the M/s Creative Design Group (herein after referred as to 'Consultant') was accepted and work order was issued vide Memo No.MCF/XEN/III/2018/146 dated 04.10.2018 inviting Expression of Interest (EOI) for preparation of DPR for the work of design, drawing and estimate of development of park in Sitla Mata Pond (hereinafter referred as to 'development work in question'), in village Sihi, Faridabad. Copy of Memo No.MCF/XEN/III/2018/146 dated 04.10.2018 is being annexed herewith as **Annexure-R/1**.
- (iv) That the Consultant submitted Draft Project Report (DPR) on 03.12.2018 with estimated cost of Rs.6,50,00,000/- (Six Crores Fifty Thousand only). Copy of layout plan of the development in question is annexed herewith as **Annexure-R/2**. The estimate of the said amount was sent to Government for the administrative approval.
- (v) That administrative approval for the development work in question was accorded by the Directorate of Urban Local Bodies, Haryana vide Memo No:-SDE-III/DULB/2019/722 dated 31.01.2019.
- (vi) That tender was invited vide Memo No.MCF/EE-III/2019/182 dated 06.02.2019 with tender opening

dated 22.02.2019. However, no tender was submitted in respect to development work in question.

- (vii) That another E-Tender/Community Participate Notice was issued vide Memo No.MCF/EE-III/2019/260 dated 26.02.2019 with tender opening dated 08.03.2019. However, this time also, no tender was submitted in respect to development work in question.
- (viii) That during the period from 08.03.2019 to 28.05.2019, 'Moral Code of Conduct' was in force and no step could be taken in this regard.
- (ix) That third time, E-Tender/Community Participate Notice was issued vide Memo No.MCF/EE-III/2019/863 dated 12.07.2019 with tender opening dated 24.07.2019. Further development in this respect shall be submitted before this Hon'ble Tribunal.

4. That break-up of the area as per DPR prepared is as under:

Total area	:	22341.93 Sq. Meter
Area under lake	:	3644.46 Sq. Meter
Green Area	:	7149.49 Sq. Meter
Pakka Area (footpath, toilet, Gazebo area etc):		11547.98 Sq. Meter

5. That as no tender has been submitted in response to two number of 'E-Tender/Community Participate Notice', execution of the work has not been expedited. However, it is being undertaken to execute the work with full sincerity.

Date: 24.07.2019  
Place: Faridabad

  
Deputy Commissioner  
Faridabad

Annexure R/1

To  
The Commissioner,  
Municipal Corporation,  
Faridabad.

To  
M/S Creative Design Group  
Shop No 110, Behind Boston Gym,  
Divine City Centre part-2, Opposite New Bus Stand,  
Kurukshetra

Memo No.MCF/XEN/III /2018/ 146

Dated:-04/10/18

Subj:- Work Order- Expression of interest (EOI) for the work of Design, Drawing and Estimate of Development of park in Sitla Mata pond in village Sihi, Faridabad. (W.34).

Ret Your tender for item No. 05/96450 dated 12.09.18 and Negotiation on dt. 28.9.18. Please note that your tender for work cited above has been accepted by the Municipal Corporation at following rates, scope of work and terms & conditions.

The work of Design, Drawing and Estimate of Development of park @ ( 0.70 % + 18% GST )of the cost of Project.

### (Scope of Work)

MCF invites Expression Of Interest Expression of Interest (EOI) for Preparation of DPR for the work of Design, Drawing and Estimate of Development of Park in Sitla Mata Pond, In Village Sihi, Faridabad

Survey Plan of the Site shall be provided by Municipal Corporation Faridabad, or paid separately

Soil test Report shall be provided by Municipal Corporation Faridabad, or paid separately.

The Consulting Firm shall be responsible for the following scope of work.

#### PRELIMINARY PLANNING STAGE

Preparation of the concept drawings & detail drawings to be evolved as per provisions / rules applicable to the area of all buildings, guidelines and space standards for barrier free built environment for Disabled and Elderly persons and services both internal and external including electrical, communication, fire fighting, anti-termite, earth quake resistant, landscaping etc. indicating complete scope of work, specification and cost estimates for each sub head / package.  
Obtain approval of all local and other authorities at all stages of work till completion of project as per requirement and also prepare completion drawings for the same.

#### DRAWINGS FOR ESTIMATES

Prepare drawings, including structural designing of all works mentioned above in consultation with the Engineer-in-Charge and also obtain approval for all subsequent changes / deviations and to make available all documents pertaining to the same to the Engineer-in-charge. The structural drawings should be got proof checked and approved from any Government /Autonomous Engineering Institute / Research Institute.

#### DETAILED ESTIMATE AND TENDERING

a) Prepare and supply DNIT along with detailed of calculations for all items of work together with detailed specification and detailed architectural drawings, foundation drawings. Detailed estimate on

standard schedules justified cost based on Haryana Schedule of Rates 1988 applicable in Haryana State or norms approved by Haryana PWD B&R Branch and tender documents sufficient to enable the Engineer-in-charge to invite tenders for each sub-head/ packages.

b) Directing and coordinating all Architectural, structural Engineering and surveying work and prepare (with help of Engineers, surveyor and other Consulting Firms, as necessary) complete working details, schedules, specifications and bill of quantities to describe the whole project adequately for the purposes of taking approval from the Corporation and for placing the main and other subsidiary contracts

#### WORKING DRAWING STAGE

Preparation & supply of detailed working drawings good for construction (4 set each) of Architectural, Structural, Electrical, Landscaping Services etc. and all the services mentioned under the Head INTENT including drawings showing details of all utility services internal & external details of specification of all special items of work that may be involved. Preparation of Bill of quantities and cost estimates for each component of proposal on the basis of HSR-1988 with ceiling premium rates for the items covered in the SOR and on the basis of analysis of rates for the items not covered in the SOR No lump sum provision in the estimates is admissible unless indispensable.

#### BID DOCUMENT STAGE

- a. Consultant would prepare detailed bid documents for selection of construction agencies (Bid Process Management)
- b. The Consultant would technically evaluate the bids/applications through pre-determined criteria in consultation with MCF and assist the MCF in short listing the potential bidders for opening their financial proposals.
- c. Preparation of Draft agreement, which could be signed with the successful bidder, would be prepared by the Consultant and would also form part of the bid document.
- d. Consultant would collate necessary information to prepare the project information memorandum (PIM) for the project. PIM would be based on the drawings/documents prepared as part of the technical study and would be enclosed with the bid document.
- e. Selection of Construction Agencies (Bid Process Management)
- f. As part of the services, Consultant would assist MCF in negotiating with the successful bidder and in preparation of the final agreement to be signed with the successful bidder.
- g. Inspect the Works on substantial Completion before taking over and indicate to the MCF, any outstanding/requisite work to be carried out by the Contractor.

#### CONSTRUCTION STAGE

Supply all Architectural, Structural and Services working drawings good for construction (4 set each), specification and details which may be required for proper execution of the work.

Prepare and obtaining approval from the Engineer-in-charge for any material deviation in design of cost of the working drawings schedule and specifications for the approval scheme of approved cost of the work.

#### ON COMPLETION

Prepare completion drawings including elevations and section and structural details indicating details of building and all services of built and supply four (4) sets of completion drawings to Engineer-in-charge including one soft copy. These are in addition to drawings details mentioned in above clauses.

#### NUMBER OF DRAWING SETS AND DOCUMENTS TO BE SUPPLIED

Consulting Firm shall submit to the Engineer-in-charge the following:

Supplying of Design/Drawings for Architectural/ Civil/ structural design / electrical / plumbing / landscaping / lighting / Network of Roads, sewerage, drainage, water supply/ graphic signage/ elevator /power supply system/ fire fighting/ flooring/false ceiling/ internal lighting/ paneling/ cladding/ acoustics / anti-termite/ earth quake/ resistant and etc. good for construction.	5 sets for each services for the project
Supply of detailed estimate of each service as mentioned at 1 above.	4 sets of each work of the projects
Supply of DNIT/Tender Documents of each services as mentioned at 1 above	4 sets of each work of the projects
Completion drawings of all services	4 sets
Back up of all the documents mention from (1) to (3) above in CD	2 sets

### Payments Terms & Conditions

S.No	Schedule of Deliverables	Project Payment
1.	On finalization of preliminary drawings, approval from the Engineer-in-charge and preliminary cost estimate on the basis of which scheme will be floated.	15%
2.	On finalization of detailed working drawings of all disciplines required for preparing detailed estimate	15%
3.	On supply of detailed estimates with BOQ of all the works including services along with tender documents (DNIT) in respect of all services as per/ scope of work.	25%
4.	Supplying all the drawings for architectural, structural, civil (services both internal and external) including electrical, communication, air conditioning, fire fighting, anti-termite, earth quake resistant, landscaping, water supply, sewerage, drainage etc.	25%
5.	On completion of structure work/ External Development work	10%
(	On completion of 100% Work (Security)	10%
Σ	total	100%

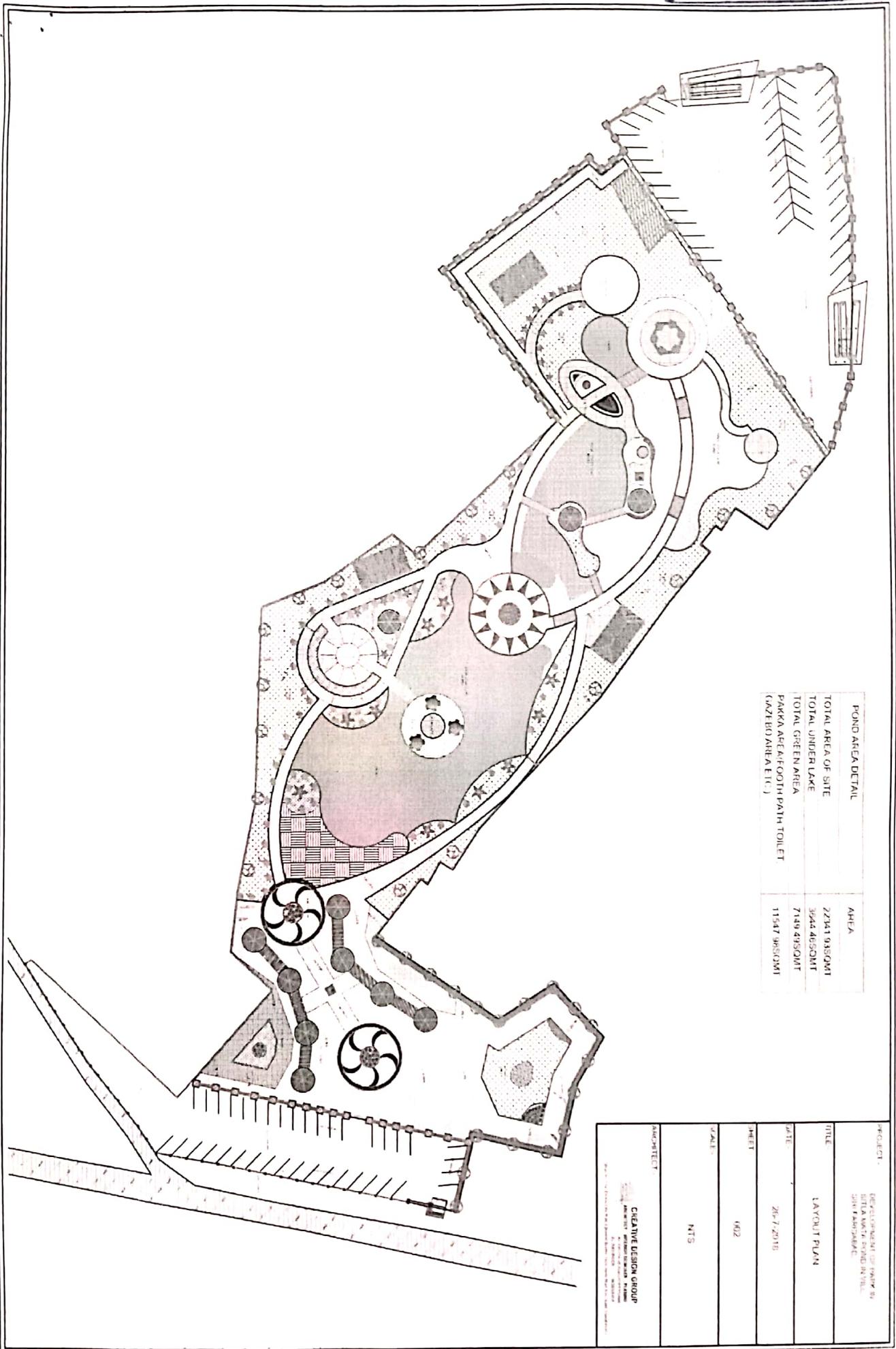
The Tender has been accepted subject to the following terms and conditions:

1. The date of start of the work will be reckoned from 17.10.18 the date of completion of work in all respect is 16.12.18. This should be strictly adhered to.
2. The documents containing the detail of terms & conditions of the contract agreement which stand concluded with the issue communication, is under preparation in this office and you are requested to attend this office on any working hour to sign the same.
3. You are requested to contact the Assistant Engineer In charge of this work for taking further instructions etc.

  
 Executive Engineer (Div.III)  
 For: Commissioner  
 Municipal Corporation,  
 Faridabad

A copy of the above is forwarded to the following for information & necessary action.

- CC
1. Minister of Industry & Commerce.
  2. Mayor, MCF for information pl.
  3. Sr. Deputy Mayor, for information pl.
  4. Deputy Mayor for information pl.
  5. The Commissioner, for information pl.
  6. C.E. MCF for information pl.
  7. S.E. for information pl.
  8. Jt. Commissioner (F)) for information pl.
  9. Financial Controller for information/action.
  10. Councilor (Ward-34)
  11. Assistant Engineer (W-34 ) for information and action.
  12. H.D.



POUND AREA DETAIL	AREA
TOTAL AREA OF SITE	22341.93SQM
TOTAL UNDER LAKE	3544.46SQM
TOTAL GREEN AREA	7149.49SQM
PAVKA AREA(FOOTTH PATH TOILET (CAZEBO AREA ETC.)	11547.98SQM

PROJECT :	DEVELOPMENT OF PARK IN SITA WATE POND IN VILL. SIN FARMHOUSE
TITLE :	LAYOUT PLAN
DATE :	26-7-2016
SHEET :	002
SCALE :	NTS
ARCHITECT :	CREATIVE DESIGN GROUP ARCHITECT : SHRIKANTH K. KADAM DESIGNER : SHRIKANTH K. KADAM DRAWN BY : SHRIKANTH K. KADAM DATE : 26-7-2016

R-2

# VAKALATNAMA

IN THE COURT OF NATIONAL GREEN TRIBUNAL COURT,  
NEW DELHI

OA No. 623/2018

IN RE: Mahesh Kumar

Applicants

VERSUS

State of Haryana & Ors.

Respondents

KNOW ALL to whom these present shall come that I, \_\_\_\_\_, do hereby appoint

**ANIL GROVER, Addl. Advocate General, Haryana**  
**A-174, IInd Floor, Defence Colony, New Delhi-110024, Enrolment No.D-275-D/1981**

(hereinafter called the advocate/s) to be my/our Advocate in the above noted case authorized him :-

To act, appear and plead in the above-noted case in this Court or in any other Court in which the same may be tried or heard and also in the appellate Court including High Court subject to payment of fees separately for each Court by me/ us.

To sign, file verify and present pleadings, appeals cross objections or petitions for execution review, revision, withdrawal, compromise or other petitions or affidavits or other documents as may be deemed necessary or proper for the prosecution of the said case in all its stages.

To file and take back documents to admit and/or deny the documents of opposite party.

To withdraw or compromise the said case or submit to arbitration any differences or disputes that may arise touching or in any manner relating to the said case.

To take execution proceedings.

The deposit, draw and receive money, cheques, cash and grant receipts thereof and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution of the said case.

To appoint and instruct any other Legal Practitioner, authorizing him to exercise the power and authority hereby conferred upon the Advocate whenever he may think it to do so and to sign the Power of Attorney on our behalf.

And I/We the undersigned do hereby agree to ratify and confirm all acts done by the Advocate or his substitute in the matter as my/our own acts, as if done by me/us to all intents and purposes.

And I/We undertake that I / we or my /our duly authorized agent would appear in the Court on all hearings and will inform the Advocates for appearance when the case is called.

And I /we undersigned do hereby agree not to hold the advocate or his substitute responsible for the result of the said case. The adjournment costs whenever ordered by the Court shall be of the Advocate which he shall receive and retain himself.

And I /we the undersigned do hereby agree that in the event of the whole or part of the fee agreed by me/us to be paid to the Advocate remaining unpaid he shall be entitled to withdraw from the prosecution of the said case until the same is paid up. The fee settled is only for the above case and above Court. I/We hereby agree that once the fee is paid, I /we will not be entitled for the refund of the same in any case whatsoever. If the case lasts for more than three years, the advocate shall be entitled for additional fee equivalent to half of the agreed fee for every addition three years or part thereof.

IN WITNESS WHEREOF I/We do hereunto set my /our hand to these presents the contents of which have been understood by me/us on this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

Accepted subject to the terms of fees.

ADVOCATE





Category	Area
POND AREA DETAIL	AREA
TOTAL AREA OF SITE	22341.93SQMT
TOTAL UNDER LAKE	3644.46SQMT
TOTAL GREEN AREA	7149.49SQMT
PAKKA AREA/FOOTH PATH, TOILET, GAZEBO AREA ETC.)	11547.98SQMT

PROJECT-	DEVELOPMENT OF PARK IN SITLA WATA POND IN VILL. SIHI FARIDABAD.
TITLE-	LAYOUT PLAN
DATE-	26-7-2018
SHEET-	002
SCALE-	NTS
ARCHITECT-	 <b>CREATIVE DESIGN GROUP</b> <small>ARCHITECTS &amp; ENGINEERS</small> <small>Plot No. 110, Dhaibandi Road, Sector 17, Gurgaon, Haryana</small>