

SL. NO. 741/2025

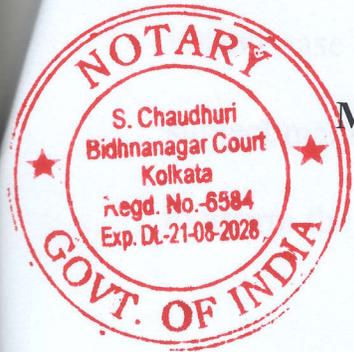
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BEFORE THE NATIONAL GREEN TRIBUNAL
EASTERN ZONE BENCH, KOLKATA

MISCELLANEOUS APPLICATION NO.20/2024/EZ

IN

ORIGINAL APPLICATION NO.65/2022/EZ



BEFORE THE NOTARY PUBLIC
AT BIDHANNAGAR
DIST.-NORTH 24 PARGANAS

SUBHAS DATTA

.....APPLICANT

VERSUS

STATE OF WEST BENGAL & ORS.

..... RESPONDENTS

STATUS REPORT IN THE FORM OF AFFIDAVIT BY THE CHIEF SECRETARY, GOVERNMENT OF WEST BENGAL IN COMPLIANCE OF THE ORDER OF THE HON'BLE NATIONAL GREEN TRIBUNAL, EASTERN ZONAL BENCH DATED 16.04.2025

Most Respectfully Sheweth

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

25 JUN 2025



1. That, I am holding the post of the Chief Secretary, Government of West Bengal and I have made myself well acquainted with the facts and circumstances of instant case and have gone through the documents and reports pertaining to the subject matter of the instant Miscellaneous Application. Hence, I am competent to affirm the instant affidavit before the Hon'ble Tribunal.
2. That, this affidavit is being affirmed in pursuant to the solemn Order passed by the Hon'ble National Green Tribunal, Eastern Bench dated 16.04.2025 wherein the Chief Secretary, Government of West Bengal is directed to file affidavit stating the actions taken for protection of Adi Ganga specifically addressing the issues stated in paragraph 3, 4 and 5 of the supplementary affidavit dated 15.01.2025.
3. That in compliance of the order of this Hon'ble Tribunal, Kolkata Municipal Corporation has responded to the issues stated in paragraph 3, 4 and 5 of the supplementary affidavit dated 15.01.2025 which are stated as follows:
 - i) Installation of Fencing: Installation of fencing work of the river banks has been completed over 30 nos. cross over bridges across Tolly's Nullah. Further, installation of fencing along both the banks of Tolly's Nullah are completed up to a length of 5 km. to stop throwing of garbage/ rubbish into the nullah in between Khidirpur Dai Ghat Bridge(Garia)in the last Financial Year.

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Since, Tolly's Nullah is of approximately 15.5 Km. length, therefore, in this Financial Year the Department has also planned the work of installation of fencing along the bank of Tolly's Nullah on Pollution abatement works to stop throwing of garbage into the nullah at the next most polluted stretches for a length of 6.4 km, for which the work is in progress. The fencing work along the bank of Tolly's Nullah is carried out in phases.

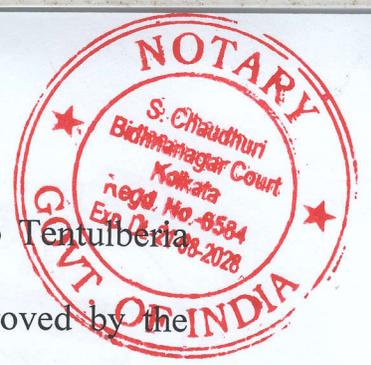
- ii) Cleaning of Floating materials : Tolly's Nullah is guarded with eight (8) floating garbage arrester nets at different locations to arrest the floating materials for the ease of removing the same from reaching to the River Ganga. With the help of these arrester nets floating solid wastes are removed every day at several locations.
- iii) Dredging work of the River Adi Ganga: The dredging work has been carried out in phases.

The Phase-I (Confluence point of River Adi Ganga with River Ganga upto Chetla Bridge of approximately 4.7 km) has already been completed on 31.05.2023.

The Phase-II (Chetla Bridge to Kudghat Metro Station of approximately 5.37 km.) is nearing completion up to an extent of 95 percent.

The Phase-III (Kudghat Metro Station to Shahid Khudiram Metro Station of approximately 4.625km) is in progress and completed to an extent of 85 percent.

25 JUN 2025



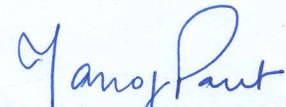
The proposal for last phase i.e **Phase- IV** (Dhalai Bridge to Tentulberia Sreenagar Bridge of approximately 1.15 km.) has been approved by the Urban Development & Municipal Affairs Department and the tendering is in progress by Kolkata Municipal Corporation.

It is further stated that Kolkata Municipal Corporation has issued Letter of Acceptance on 23.06.2025 for the project “ Pollution Abatement Work for Rejuvenation of River Adi Ganga, Kolkata” amounting to Rs 7,81,97,91,134.08/- (Rupees Seven Hundred Eighty One Crore Ninety Seven Lakh Ninety One Thousand One Hundred & Thirty Four and Paise Eight Only).

The copy of the report of Kolkata Municipal Corporation is marked and annexed as **Annexure R/1**.

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


S. CHAUDHURI
★ NOTARY ★
GOVT. OF INDIA
Regd. No.-6584/08
Bidhannagar Court
Dist.-North 24 Pgs.


DEPONENT

25 JUN 2025



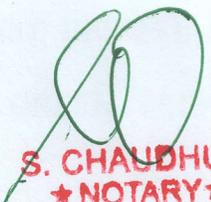
VERIFICATION

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

Verified at Kolkata this 25th day of June, 2025.



Manoj Pant
DEPONENT



S. CHAUDHURI
★ NOTARY ★
GOVT. OF INDIA
Regd. No.-6584/08
Bidhannagar Court
Dist.-North 24 Pgs.

25 JUN 2025

Annexure R/1
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Jyotirmoy Tanti, WBCS (Exe)
Joint Municipal Commissioner



KOLKATA MUNICIPAL CORPORATION
5, S N Banerjee Road • Kolkata - 700 013
Phone (Office) : 033-2286-1271
Fax : 033-2252-0003
I C : 271, EPABX : 2286-1000 (Exnt. 2603)
email : jmc_dev@kmcgov.in

Memo No.: JMC/14/2025-2026

To
Senior Special Secretary
UD&MA Department
Government of West Bengal
Nagarayan, DF-8, Sector-1, Saltlake
Kolkata-700 064.



Date:15 /05/2025

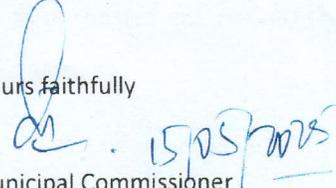
Sub: Report of KMC in connection with MA No. 20/2024/EZ in O.A. No. 65/2022/EZ, (Subhas Datta Applicant- VS- State of West Bengal & Ors.) (Adi Ganga River)

Madam,

In compliance with the Order of Hon'ble National Green Tribunal , Eastern Zone Bench, dated 16.04.2025 in connection with the subject, the updated parawise report of Kolkata Municipal Corporation is attached herewith for kind information.

Thanking you,

Yours faithfully


Joint Municipal Commissioner
Kolkata Municipal Corporation

Encl: One page report.

25 JUN 2025

Actions and plannings already initiated/ to be initiated for pollution Abatement of Tolly's Nullah (Adi-Ganga) as per Miscellaneous Application No. 20/2024/EZ In Original Application No. 65/2022/EZ

Sl. No.	Observations by Hon'ble NGT	Response from KMC
I)	That it is stated that fencing work has been done for 4.5 kms but the full stretch of Adi Ganga within the city limit is about 15 kms. Therefore, out of total 30 kms of required fencing only a small portion has been completed. Nothing has been stated about the total fencing of river banks wherefrom garbages and other discharges are thrown to the river.	Kolkata Municipal Corporation (KMC) has already taken up and completed installation of fencing work over 30 nos. cross over Bridges across Tolly's Nullah. Further, installation of fencing along both the banks of Tolly's Nullah are completed up-to a length of 5 km. to stop throwing of garbage/rubbish into the nullah in between Khidirpur Dai Ghat Bridge to Dhalai Bridge (Garia) in the last Financial Year. Since, Tolly's Nullah is of approx. 15.5 Km. length, therefore, in this Financial Year the Department has also planned the work of Installation of fencing along the bank of Tolly's Nullah on Pollution abatement works to stop throwing of garbage into the nullah at the next most polluted stretches for a length of 6.4 km., for which the work is in progress. The Fencing work along the bank of Tolly's Nullah is carried out in phases.
II)	That other than 2/3 points for arresting the floating materials from Adi Ganga no such operation is being done resulting in continuous flow of wastes both during high tide as well as during low tide, which is freely floating on the river Adi Ganga.	Tolly's Nullah is guarded with 8 floating garbage arrester nets at different locations to arrest the floating materials for the ease of removing the same from reaching to the River Ganga. With the help of these arrester nets floating solid wastes are removed everyday at several locations.
III)	That it has been stated that dredging of Adi Ganga is being carried out at different points stretching 5.82 kms. This dredging appears to be not scientific as flow of Ganga water to Adi Ganga both during high tide and reverse tide will be affected due to such point to point desiltation. Rather, such process should have been carried out in such a manner so that flow is constant and even through the entire stretch up to the point where high tide water level reaches.	Dredging work of the River Adi Ganga has been carried out in phases. The Phase-I (Confluence point of River Adi Ganga with River Ganga up-to Chetla Bridge of approx. 4.7 km.) has already been completed on 31-05-2023. The Phase-II (Chetla Bridge to Kudghat Metro Station of approx. 5.37 km.) is nearing completion up-to an extent of 95%. The Phase-III (Kudghat Metro Station to Shahid Khudiram Metro Station of approx. 4.625 km.) is in progress and completed to an extent of 85%. The proposal for last phase, i.e., Phase-IV (Dhalai Bridge to Tentulberia Sreenagar Bridge of approx. 1.15 km.) has been approved by UD&MA Deptt. and the tendering is in progress by KMC.



[Signature]
15.5.25

OSD & E.O
Exe. Eng. (Civil) P & D
K. M. C.

[Signature]
15/5/25
S. Chaudhuri / P & D
KMC

[Signature]
15/5/25
D. G (P & D)
KMC

25 JUN 2025

Office of the
DIRECTOR GENERAL
Planning & Development (P&D) Department
The Kolkata Municipal Corporation
19, Nelle Sengupta Sarani, Kolkata-700 087.



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No: P&D/L/ 39/ 2025-26

Date: 23.06.2025

To
M/s EMS Limited- M/s Neercare India Private Limited (JV)
Head Office: C-88, RDC, Raj Nagar, Ghaziabad, UP - 201002
Regd. Office: 701, DLF Tower-A, Jasola, New Delhi - 110025

Kind Attn.: Mr. Neeraj Srivastava, Authorized Representative, M/s EMS Limited- M/s Neercare India Private Limited (JV)

Name of the Project: "Pollution Abatement Work for Rejuvenation of River Adi Ganga, Kolkata, in West Bengal State"

Sub: Letter of Acceptance (LoA)

Ref:

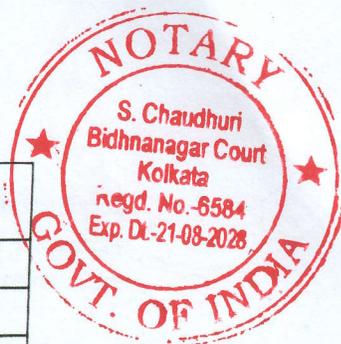
- (I). IFB No: KMC/D.G.(TNP)/61/2023-2024, dated 29.08.2023
- (II). Bid received from you dated 15.01.2024
- (III). Financial Bid opened on dated 18.09.2024
- (IV). Bid Validity extended up-to 31.07.2025 through e-mail, dated 31.05.2025
- (V). Recommendation of M.I.C Resolution vide Item No. M-51.45 dated 13.12.2024
- (VI). Approval of Municipal Corporation Meeting vide Agenda No. 37th, Item No. 13, dated 20.12.2024
- (VII). No Objection from Finance Department, Govt. of W.B. on CBER, dated 26.11.2024
- (VIII). No Objection from World Bank on CBER, dated 17.12.2024
- (IX). Revised AA&ES from NMCG vide letter no. F. No. T-15/2017-18/050/NMCG, dated 03.06.2025 and Original AA&ES from NMCG vide letter no. F. No. T-15/2017-18/050/NMCG, dated 12.01.2023

Dear Sir / Madam,

This has reference to all the above.

This is to inform you that the competent Authority of **The Kolkata Municipal Corporation (KMC)**, hereinafter, called as an **Owner** of the above-captioned Project has pleased to accept your offer for the work referred above at a total cost of **INR 7,81,97,91,134.08 /-** (*Indian Rupees Seven Hundred Eighty One Crore Ninety Seven Lakh Ninety One Thousand One Hundred & Thirty Four and Paise Eight Only*), including 18% GST & 1% Labour Welfare Cess, by considering the Design-Build Price, O&M Price for 15 (fifteen) years, Guaranteed Energy Consumption and Environmental Sanitation and Management (ESAMP) Cost but excluding Land Cost. The cost break-up is as under:

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Sl. No.	Description	Total (In INR)
1	Design-Build Price	497,41,54,745.40
2	O&M Price for 15 years	158,44,59,652.99
3	GST & Cess Amount	124,61,36,735.69
4	Environmental Sanitation and Management (ESAMP) Cost	1,50,40,000.00
Total		781,97,91,134.08

Your offered amount has been accepted as per the Terms and Conditions laid down in the Bid Document, subsequent Pre-Bid replies and Corrigenda and subject to the following Terms and Conditions:

- You are requested to arrange for submitting the *Performance Securities* of (i) 9% as **Performance Security** and (ii) 1% as **Environmental, Social, Health and Safety (ESHS) Performance Security** in accordance of Section 6 - Clause 6.5, GC Section - 5.5.1 and relevant SCC section of Contract Document **within 30 (thirty) days** from the date of receipt of this *Letter of Acceptance*, prior to signing of *Contract Agreement*; the details of which are tabulated as follows:

Sl. No.	Description	Amount (in INR)	Validity
1	Performance Security @9% of CAPEX	53,40,85,573.23 (Indian Rupees Fifty-three Crore Forty Lakh Eighty-five Thousand Five Hundred Seventy-three and Paise Twenty-three Only)	The Performance Securities shall remain valid for the period of Design & Build plus first Three Years of successful Operation & Maintenance after completion of Works.
2	Performance Security @9% of OPEX	16,96,95,628.84 (Indian Rupees Sixteen Crore Ninety-six Lakh Ninety-five Thousand Six Hundred Twenty-eight and Paise Eighty-four Only)	Shall remain valid for the entire Term of the Contract Agreement. The Performance Security for the O&M Part shall be in Three Years intervals to be extended/ renewed up to entire O&M Period.
3	Environmental, Social, Health and Safety (ESHS) Performance Security @1% of Total Contract Price	7,81,97,911.34 (Indian Rupees Seven Crore Eighty-one Lakh Ninety-seven Thousand Nine Hundred Eleven and Paise Thirty-four Only)	
4	Total - INR 78,19,79,113.41 (Indian Rupees Seventy-Eight Crore Nineteen Lakh Seventy-Nine Thousand One Hundred Thirteen and Paise Forty-One Only)		

- These Securities will be issued in the form of verified Bank Guarantee as per GC Section - 5.5.1 of the Bid Document, drawn in favour of "*The Kolkata Municipal Corporation*"

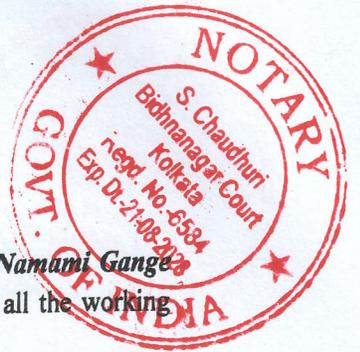
25 JUN 2025



represented by *Director General, Planning & Development Department, KMC* in the format as set out in Annexure A – Part d and Annexure A – Part d1 of the Bid Document (**Prevailing Govt. orders, rules and regulation will apply regarding Performance Security, if any**).

3. You are to execute Formal Agreement with KMC in 6 (Six) Sets in addition to the Original Form of Contract Agreement at the *Office of the Director General, Planning & Development Department, KMC*, on *Non-Judicial Stamp Duty Agreement Paper* issued from Kolkata (West Bengal) of INR 1000/- (Rupees One Thousand only) by **no later than 30 days** after the date of receipt of this Letter of Acceptance, failing which your Bid will be rejected with forfeiture of your Bid Security. You are to put sign and date the Form of Contract and initial each page of the Contract and return them to the Owner, pursuant to ITB Sections 6.3 and 6.4(a).
4. You have to submit Bank Guarantee for Advance Payment as per Schedule 6, Article 1, Cl. 1.1 of the Bid Document for obtaining the *Mobilization Advance* amounting to INR **59,34,28,414.70 (Indian Rupees Fifty-Nine Crore Thirty-Four Lakh Twenty-Eight Thousand Four Hundred Fourteen and Paise Seven Only)**, only after signing of the Contract.
5. You will have to produce License issued by the Department of Labour, Govt. of West Bengal in your favour under the Contract Labour (Regulation and Abolition) Act, 1970 and West Bengal Contract Labour (Regulation and Abolition) Rules Act, 1972 as soon as possible, failing which payment of the work executed by you may be held up.
6. Employees Provident Fund and Miscellaneous Provisions Act, 1952 and employees State Insurance Act, 1948 shall be adhered to.
7. The Contractor shall abide by all Labour Welfare Laws, Building & other Construction Workers' (RE&CS) Act, 1996, Building and Other Construction Works Welfare Cell Act, 1998, the State Rules, 2004 framed thereunder to. The Contractor shall also have to abide by all other Labour Welfare Laws and their modifications from time-to-time, if any, within the Contract Period, such as minimum Labour Wages Act and facilities etc. E.S.I., P.F., Bonus facilities etc. should be provided as per latest Govt./ KMC Orders/ Circulars. Moreover, the Prohibition of Employment as Manual Scavengers and Their Rehabilitation Act, 2013, shall be adhered to during the entire Construction and Operation and Maintenance Period.
8. You are required to provide general requirement of Insurance as per the provisions mentioned in GCC and SCC Sections of the Bid Document.
9. You are required to abide all the Terms and Conditions as stipulated in the Bid Document including Environment Management Plan.
10. You have to adhere all the Terms and Conditions as stipulated in the Bid Document related to the **Defect Liability Period**.
11. You shall have to execute the work as per approved Drawings, Designs and Technical Specifications as per relevant Clauses laid down in the Bid Document.
12. No excess work beyond the Scheduled Quantity will be entertained until or unless it is permitted by the undersigned in writing.
13. It is hereby informed to you that, Statutory Deductions as per Government guidelines will be done from all running bills and final bills.

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14. You are also requested to install Hoardings depicting the Name of Work, "**Namami Gange Signage**", NMCG, WBSPMG & KMC Logo and details of the Project at all the working sites as per stipulations made in the Bid Document.
15. Fund for the above work will be provided out of National Ganga Plan (NGP) – EAP (World Bank) Budget Head of Namami Gange Mission – II.
16. It may be noted that the Time of Completion of the work will be **36 (Thirty-Six) Months** (including Detailed Survey, Design & Approval, Construction Duration and Commissioning & Trial Run Period) and subsequently 15 (fifteen) years of Operation and Maintenance.
17. You have to submit the Work Programme/ Construction Schedule of the Planning (Survey, Reviewing and Redesigning, Construction, Quality Control, and Commissioning) **within 14 days** after issue of Letter of Acceptance as per stipulations laid down in the Bid Document.
18. Moreover, you have to submit your consent about detailed description of the arrangements for conducting the Quality Control and Quality Assurance Program during execution of the Works, including details of your Testing Laboratory, Equipment, Staff and General Procedures **within 21 days** after the date of receipt of this Letter of Acceptance.
19. The Joint Ventures (JV) will have to submit GST Registration, PAN Card, Trade License. The identities of the Individual of all Partner shall be reflected in the mentioned documents.
20. You are requested to complete the formalities in all respect as per Terms and Conditions laid down in the Bid Document, subsequent Pre-Bid Replies and Corrigenda.
21. Please Note that, **Sri Samiran Ghosh, Deputy Chief Engineer (P&D) will act as a Senior Level Coordinator for Civil related works and Sri Debojit Mondal, Deputy Chief Engineer (P&D) will act as a Senior Level Coordinator for Electro-Mechanical related works for this Project. Besides, Sri Avishek Maji, Assistant Engineer (P&D) will act as a Junior Level Coordinator for this entire Project.** You are requested to arrange your team of Engineers for this Project towards all field level activities under his guidance. Moreover, you are hereby directed to contact with them for mobilization of your Men, Materials and Machineries for immediate taking up the work. You may contact the undersigned for further advice and directives, if necessary.
22. Signing the Contract Agreement will be reckoned as intimation to Commencement of Work and no separate Letter for Commencement of Work is required. Therefore, after signing the Agreement, you are directed to Contact the above-mentioned Engineering Officials for taking the possessions of site and necessary instructions to Start the Work and Complete the Work in all aspect as per Contract Agreement.

Thanking you,

Yours faithfully,

[Signature]
23/06/25

Director General
Planning & Development Department
KMC

25 JUN 2025

No: P&D/L/39/2025-26

Date: 23.06.2025

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Copy to:

1. OSD to Hon'ble Mayor – With a request to place it before Hon'ble Mayor for favour of his kind appraisal.
2. Director General, NMCG, Govt. of India – For favour of his kind information.
3. Deputy Director General, NMCG, Govt. of India – For favour of kind information.
4. E.D.(Projects), NMCG, Govt. of India - For favour of kind information.
5. E.D.(Finance), NMCG, Govt. of India - For favour of kind information.
6. E.D.(Technical), NMCG, Govt. of India - For favour of kind information.
7. PA to Principal Secretary –UD&MA Department – With a request to place before Principal Secretary for favour of his kind appraisal.
8. OSD & PA to Municipal Commissioner – With a request to place before Municipal Commissioner for favour of his kind appraisal.
9. Senior Special Secretary, UD&MA Department and Program Director, WBSPMG – For favour of her kind information.
10. PA to Additional Municipal Commissioner - With a request to place before Additional Municipal Commissioner for favour of his kind appraisal.
11. PA to Joint Municipal Commissioner - With a request to place before Joint Municipal Commissioner for favour of his kind appraisal.
12. CMF&A, KMC - For favor of his kind information.
13. CMLO, KMC - For favour of his kind information.
14. CMA, KMC - For favour of his kind information.
15. Director (T-III), NMCG, Govt. of India - For favour of his kind information.
16. Director of Finance, WBSPMG - For favour of his kind information.
17. TA to Hon'ble Mayor, KMC - For favour of his kind information.
18. D.G.(S&D), KMC - For favour of his kind information.
19. D.G.(Civil), KMC - For favour of his kind information.
20. DG(WS), KMC - For favour of his kind information.
21. Dy. CE(C), P&D, KMC - For his information and necessary action please.
22. Dy. CE(E), P&D, KMC - For his information and necessary action please.
23. Ch. V&S, KMC - For favour of his information.
24. EE (C)s, P&D, KMC - KMC - For their information and necessary action please.
25. EE (E), P&D, KMC - For their information and necessary action please.
26. AE(C)s, P&D, KMC - For their information and necessary action please.
- ✓ 27. Guard File.

[Handwritten Signature]
23/06/25

Director General
Planning & Development Department
KMC

25 JUN 2025