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BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL PRINCIPAL BENCH,
NEW DELHI

Original Application No. 253/2023

Raja Muzaffar Bhat

Applicant

Versus

Union Territory of Jammu & Kashmir & Ors.

Respondents

In the matter of:-

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Filled by

Through

Khalil Ahmed (JKAS)

Assistant Director (ECS & CA)

Chief Executive Officer (Additional Charge)

Municipal Council, Poonch

Place: Poonch

Dated:-

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI**

ORIGINAL APPLICATION NO. 253/2023

IN THE MATTER OF:

RAJA MUZAFFAR BHATAPPLICANT

VERSUS

UNION TERRITORY OF JAMMU & KASHMIR & ORS.....RESPONDENTS

**DETAILED ACTION TAKEN AND STATUS REPORT BY WAY OF AFFIDAVIT ON
BEHALF OF CHIEF EXECUTIVE OFFICER, MUNICIPAL COUNCIL, POONCH**

I, Khalil Ahmed, Assistant Director, Food, Civil Supplies & Consumer Affairs, Poonch, and also holding additional charge of Chief Executive Officer, Municipal Council (MC), Poonch, do hereby solemnly affirm and declare as under:

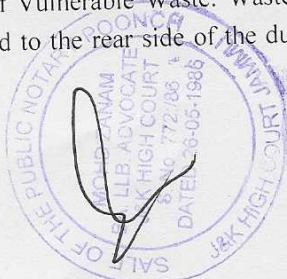
1. That the present Action Taken Report is filed on behalf of the Municipal Council, Poonch, Union Territory of Jammu & Kashmir, in pursuance of the directions passed by this Hon'ble Tribunal vide order dated 01.07.2026. The copy of the said order is yet to be uploaded; however, the answering Respondent, based on the hearing held on 01.07.2026 and the issues/aspects pointed out by this Hon'ble Tribunal, is submitting the present Action Taken Report, with leave and liberty to file an additional affidavit as and when the copy of the order becomes available. The answering Respondent places on record the immediate remedial measures undertaken and the concrete steps initiated for scientific management of municipal solid waste, remediation of legacy waste, and protection of the Poonch River, in accordance with the Solid Waste Management Rules, 2016 and other applicable environmental laws, in addition to the steps previously taken.

Preventive Measures Prior to the Monsoon Season

2. That the answering Respondent has taken serious cognizance of the concerns raised by the Applicant regarding the possibility of municipal solid waste entering the Poonch River during the forthcoming monsoon season. As an immediate precautionary measure, comprehensive preventive steps have already been undertaken to eliminate any such possibility, including:

- (i) Relocation of Vulnerable Waste: Waste lying in proximity to the riverbank has been physically lifted and shifted to the rear side of the dumping site using Poclains and JCBs, thereby creating an

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Deposited



adequate buffer zone between the waste stockpile and the river. The photographs are annexed herewith as Annexure R-1.

(ii) Installation of Protective Barricading: Suitable barricading has been erected along the vulnerable stretches adjoining the river to serve as a protective retaining barrier, preventing waste material from being washed away, slipping into, or flowing into the river during rainfall or surface run-off. Photographs of the said work are annexed herewith as Annexure R-2.

3. It is respectfully submitted that these measures are interim in nature and have been undertaken solely to safeguard the Poonch River during the monsoon season. The permanent and sustainable solution remains complete bio-remediation and scientific disposal of the legacy waste, which has already been initiated as detailed hereinabove.

Allotment of Land and Establishment of Solid Waste Management Facility

4. That, with a view to ensuring permanent and scientific management of municipal solid waste, a dedicated parcel of land situated at Village Banwat has been allotted in favour of the Municipal Council, Poonch by the Deputy Commissioner, Poonch, vide Order No. 03 of 2026 dated 06.05.2026. A copy of the said order is annexed herewith as Annexure R-3.

5. Pursuant to the said allotment, the Office of the Mission Director, SBM(U) floated a tender for establishment of the requisite Solid Waste Management Facility. Upon completion of the tendering process, the work was awarded to M/s Irfan & Co., R/o Barsoo, Awantipora, District Pulwama, vide communication No. MD/SBM/U/2026-27/933-36 dated 04.07.2026. A copy of the said allotment/work order is annexed herewith as Annexure R-4.

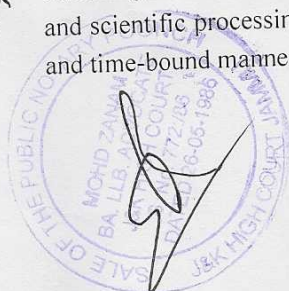
6. It is respectfully submitted that the successful bidder/Contractor has commenced mobilisation of the requisite heavy machinery, equipment and manpower at the project site. Upon completion of mobilisation, execution of the work shall commence forthwith and shall be carried out in accordance with the approved specifications and applicable environmental norms.

Remediation of Legacy Waste

7. That the Municipal Council has accorded the highest priority to scientific remediation of approximately 9,825 Metric Tonnes (MT) of legacy waste accumulated at the existing dumping site.

8. In this regard, a tender for bio-remediation and scientific processing of the legacy waste was floated by the Directorate of Urban Local Bodies, Jammu, and the work was awarded to Sh. Pardeep Kumar, Proprietor, M/s Lord Shiva Enterprises, vide Letter of Award (LOA) No. DULBJ/2026/7759972/1206-07 dated 23.05.2026. A copy of the said LOA is annexed herewith as Annexure R-5.

9. It is submitted that the Contractor is presently mobilising the necessary machinery, including trommels, screening units and earth-moving equipment, required for execution of the project. On-site bio-remediation and scientific processing of the legacy waste shall commence shortly and shall be completed in a phased and time-bound manner in accordance with applicable environmental standards.



10. That, with a view to preventing any further accumulation of municipal solid waste at the existing legacy waste site, the Municipal Council has established a regulated mechanism for the management of freshly generated municipal solid waste within its jurisdiction. In this regard, the Municipal Council has already executed a Memorandum of Understanding (MoU) with the neighbouring Municipal Committee, Surankote, for the scientific processing and disposal of municipal solid waste. Furthermore, the Municipal Council is in the advanced stages of finalising a similar arrangement with Assistant Grading and Marketing Officer Deptt. of Horticulture P&M (AGMO), and the corresponding facility is expected to become operational shortly. These measures have been undertaken as an interim arrangement to ensure that freshly generated municipal solid waste is scientifically handled and disposed of, thereby preventing any further burden on the existing legacy waste site.

It is further submitted that ragpickers have been actively engaged and mobilised for the collection, segregation, and recovery of plastic and other recyclable dry waste. This initiative has significantly reduced the quantity of waste requiring final disposal while promoting resource recovery and recycling in accordance with the principles of scientific municipal solid waste management and the applicable statutory framework.

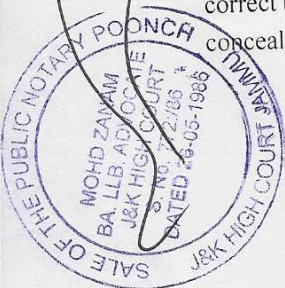
11. That the Municipal Council, Poonch is committed to ensuring scientific management, processing and disposal of both legacy waste and freshly generated municipal solid waste in accordance with the provisions of the Solid Waste Management Rules, 2016 and the directions issued by this Hon'ble Tribunal from time to time.

12. That the Municipal Council, Poonch reiterates its firm commitment to comply with all directions of this Hon'ble Tribunal and to ensure the timely and environmentally sound remediation of legacy waste.

DEPONENT
Chief Executive Officer
Municipal Council
Poonch

Verification:

Verified at Poonch on this 13th day of July, 2026, that the contents of the above affidavit are true and correct to the best of my knowledge and belief, based on official records, and that nothing material has been concealed therefrom.



Solemnly Affirmed/Sworn before me,

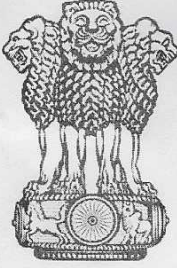
NOTARY
Poonch (J&K)

DEPONENT
Chief Executive Officer
Municipal Council
Poonch

Deposant.

13/7/2026

Witnessed by
Ramanand S SLO
Municipal Council Poonch



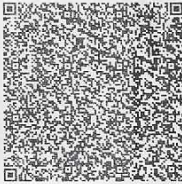
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INDIA NON JUDICIAL

Government of Jammu and Kashmir

e-Stamp

Certificate No. : IN-JK36500371948270Y
Certificate Issued Date : 13-Jul-2026 10:24 AM
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Unique Doc. Reference : SUBIN-JKJK1266630454860978825972Y
Purchased by : CHIEF EXECUTIVE OFFICER MUNICIPAL COUNCIL POONCH
Description of Document : Article 4 Affidavit
Property Description : Not Applicable
Consideration Price (Rs.) : 0
 (Zero)
First Party : CHIEF EXECUTIVE OFFICER MUNICIPAL COUNCIL POONCH
Second Party : Not Applicable
Stamp Duty Paid By : CHIEF EXECUTIVE OFFICER MUNICIPAL COUNCIL POONCH
Stamp Duty Amount(Rs.) : 10
 (Ten only)



Please write or type below this line



[Signature]
 Chief Executive Officer
 Municipal Council
 Poonch

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.sholestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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Poonch

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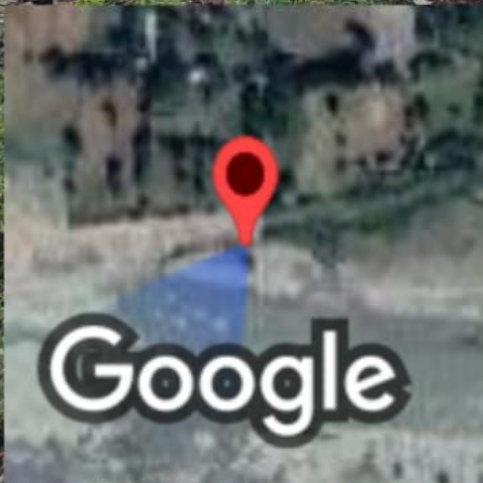
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GPS Map Camera



Poonch

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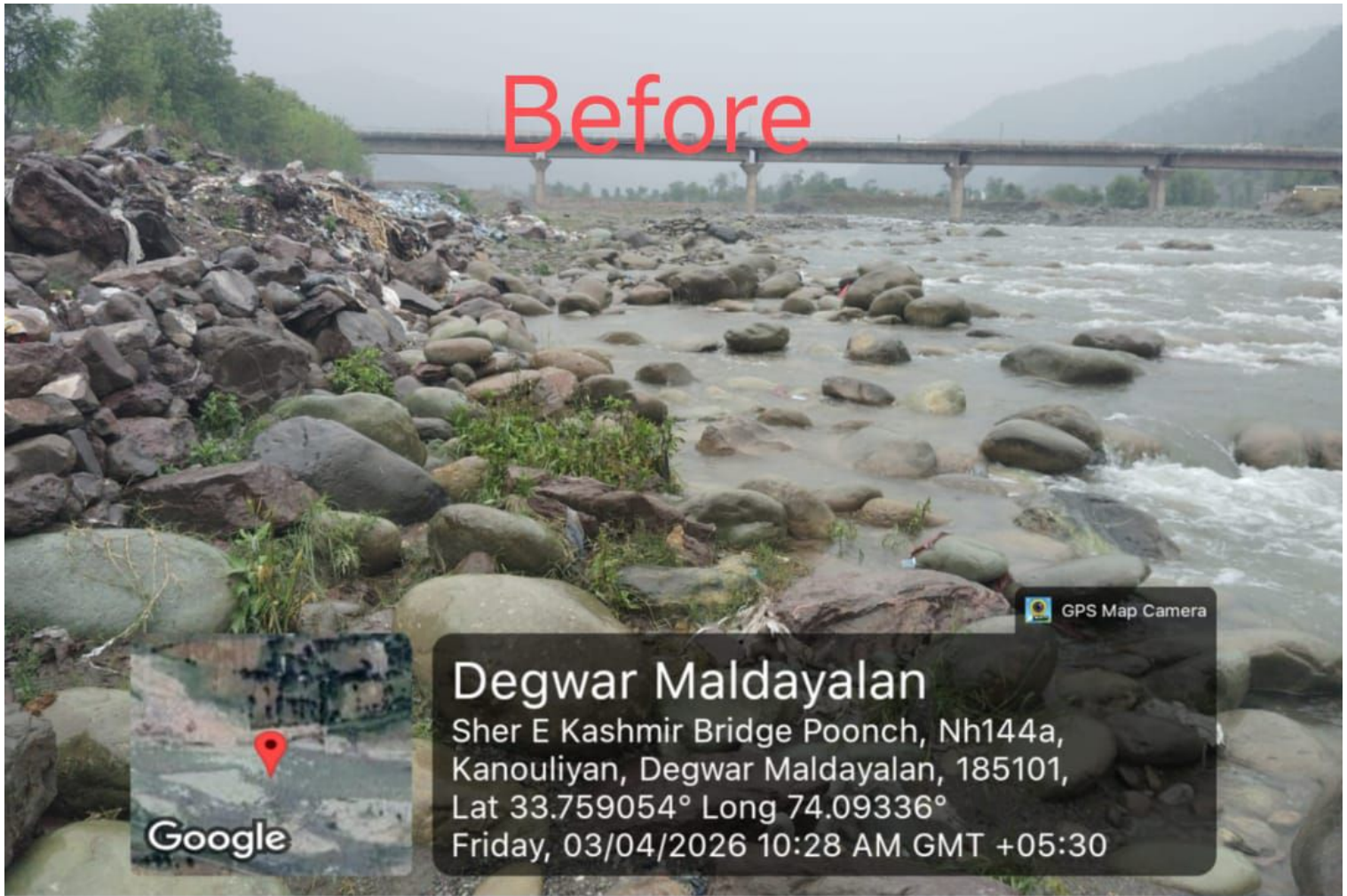
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Before



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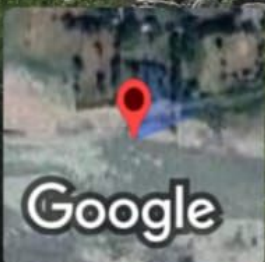
Degwar Maldayalan

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(R-3) P. 10



UNION TERRITORY OF JAMMU AND KASHMIR

OFFICE OF THE DEPUTY COMMISSIONER POONCH

Subject: Transfer/Allotment of State Land for construction of Material Recovery Facility (MRF) in favour of Municipal Council Poonch.

ORDER NO: 03 of 2026
Dated: 06/05/2026

Whereas, Chief Executive Officer Municipal Council Poonch vide No. MC/P/2025/813-14 dated 22-07-2025 has requested for transfer/allotment of State land for construction of MRF. Tehsildar Haveli was directed vide this office letter No. DCP/LA/733-35 dated 31-07-2025 to identify State land for construction of MRF.

Whereas, Tehsildar Haveli has identified encumbrance free State Land measuring 08 Kanal out of Khasra No. 850 situated at Village Banwat, Tehsil Haveli for construction of Material Recovery Facility (MRF) and submitted revenue papers of the same to this office vide No. TH/OQ/2066 dated 24-02-2026. The type of identified state land is **Kaap**.

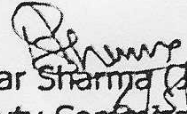
Whereas, Revenue papers were submitted to Chief Executive Officer Municipal Council Poonch vide this office letter No. DCP/LA/1216-17 dated 16-03-2026 for authentication and placement of formal indent from competent authority.

Whereas, Director Urban Local Bodies, Jammu has authenticated the revenue papers and returned the same along with formal indent vide No. DULB/J/2026/138-39 dated 09-04-2026.

Whereas, J&K Government vide Order No. 30 Rev(s) of 2019 dated 05-03-2019 has authorized Deputy Commissioners to transfer State Land upto 10 Kanals free from all encumbrances to the State Government Department/(s) for public purposes/developmental programs within their territorial jurisdictions.

Whereas, State land measuring 08 Kanal out of Khasra No. 850 situated at Village Banwat, Tehsil Haveli is required for public purpose i.e. for Construction of Material Recovery Facility (MRF), Municipal Council, Poonch, which is less than 10 Kanals and is under the competency of undersigned for transfer of same in favour of Municipal Council Poonch.

Therefore, in exercise of the power vested upon me vide Govt. Order No: 30-Rev(S) of 2019 dated 05-03-2019, State land measuring 08 Kanal out of Khasra No. 850 at Village Banwat, Tehsil Haveli, District Poonch is hereby transferred to Housing and Urban Development Department for Construction of Material Recovery Facility (MRF), Municipal Council Poonch.


Ashok Kumar Sharma (JAS)
Deputy Commissioner
Poonch

No: DCP/LA/228-31

Dated: 06/05/2026

Copy for information to:

1. Financial Commissioner (Revenue) J&K.
2. Divisional Commissioner Jammu.
3. Tehsildar Haveli for necessary action.
4. Chief Executive Officer Municipal Council Poonch.

(R-4)
(P-12)

**GOVERNMENT OF JAMMU AND KASHMIR
HOUSING AND URBAN DEVELOPMENT DEPARTMENT
OFFICE OF MISSION DIRECTOR, SBM-U, 2.0**

M/s/ Irfan And Co
R/o Barsoo Awatipora
Distt. Pulwama.

Name of Work:- Allotment for :- Selection of Agency for Construction of MRF and Compost Pit by way of Land development at ULB Poonch on EPC Mode

RFP No. – HUD/SBM/U/2026-27/11 of 2026-27

Advt. Amount: Rs.280.99 Laacs.

This office LOI No.:- MJ/JC/W/852-54, Dt:- 25/06/2026

Technical Sanction:- The Technical Sanction to be accorded by the Competent Authority as per detailed technical proposal to be submitted by the Contractor for the work.

Mission Director, SBM-U 2.0 has allotted the contract for the above noted work is your favour on the quoted amount as per the following terms and conditions.

Name of The Work	Quoted %age by the L-1 bidder	Allotted Cost In Rs.	Period of Completion
Selection of Agency for Construction of MRF and Compost Pit by way of Land development at ULB Poonch on EPC Mode	31.75% below	Rs. 1,91,77,567/- (One Crore Ninety One lakh and Seventy Seven thousand Five Hundred Sixty Seven only) including all taxes	12 Months

The cost of the work shall not exceed Rs. 1,91,77,567/- (One Crore Ninety-One lakh and Seventy Seven thousand Five Hundred Sixty Seven only) including all taxes.

TERMS & CONDITIONS

- The date of start of work shall be reckoned from 7th day of issue of allotment letter.
- In Case the contractor fails to start the work, DULBJ shall issue 3 notices within a span of 21 days and shall recommend his cancellation of allotment to the MD SBM-U, 2.0.
- The work shall be completed in accordance with the specifications.
- The completion period of the said work is 12 Months. Hinderances at site, if any, shall be reported to this office within 07 days of the issuance of allotment otherwise no extension shall be given.
- Performance Security and Additional Security in shape of BG No:- 0334IPBG2606001, Dt:- 29/06/2026 for Rs 9,58,879/- & BG No:- 0334IPBG2606002, Dt:- 29/06/2026 for Rs 6,52,037/- drawn on the J&K Bank, Awantipora, Pulwama received & copy annexed with the record. In case the contractor fails to start the work, the CDR of the contractor shall be forfeited and the agency/contractor shall be recommended for action under rules, besides imposing other penalties.
- Performance Security
 - The Successful Bidder shall, within ten (10) working days from the date of issuance of LOA and prior to signing of Contract Agreement at its own expense

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(R-4)

submit unconditional and irrevocable Performance Security in shape of CDR/FDR/BG to MD-SBM.

- b) The PS shall be from a Nationalized Bank or a Scheduled Commercial Bank having in the payable on demand, for the due performance and fulfillment of the Contract by the Successful Bidder.
 - c) All charges whatsoever such as premium; commission etc. with respect to the PS shall be borne by the Successful Bidder. The PS shall be valid for at least 90 (ninety) days beyond the date of completion of all contractual obligations of the Bidder. However, no interest shall be payable on the PS.
 - d) In case the Project is extended after the project schedule as mentioned in the RFP, the PS shall be accordingly extended by the Successful Bidder. In the event of the Successful Bidder being unable to service the requirements for whatever reason, MD-SBM would invoke the PS. Notwithstanding and without prejudice to any rights whatsoever of MD-SBM under the requirement in the matter, the proceeds of the PS shall be payable to MD-SBM as compensation for any loss resulting from the Successful Bidder's failure to complete its obligations under the requirements set in by MD-SBM. MD-SBM shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 (fourteen) days, indicating the obligation(s) for which the Successful Bidder is in default. MD-SBM shall also be entitled to make recoveries from the Successful Bidder's bills, PS, or from any other amount due to him, the value equal to any payment made to it due to inadvertence, error, collusion, misconstruction, or misstatement.
 - e) The Performance Security may be discharged/ returned by department upon being satisfied that there has been due performance of the obligations of the Bidder under the Contract Agreement. However, no interest shall be payable on the Performance Security.
 - f) The Performance Security shall be released after successful completion of DLP.
7. Defect Liability Period (DLP) shall be of 12 months from the actual date of completion of work.
8. Retention Money @ 5% shall be deducted from each running payment bill of the Contractor. The 50% of the Retention money shall be released after completion of work and balance 50% shall be released after the end of DLP.
9. Scope of Work
- A. The Contractor shall perform/execute the following assignments:
 - I. Providing Conceptual Design/drawings including plans, elevations, sections with complete detailing of all components and the material & fixtures/fittings to be used in MRFs and allied infrastructure. It is also the responsibility of the bidder to provide structural designs for all relevant components duly vetted by IIT/NIT/DIQC/GCET or any other reputed institution. The cost of vetting shall be borne by the bidder.
 - II. Construction and Commissioning of all infrastructure viz. Civil/Mechanical/Electrical including MRF sheds, Compost Pits and enclosures, approach roads, Protection work Chain link fencing, Leachate treatment Pond and any/all allied services within the scope of making functional the sheds and as directed by the Engineer-in-Charge.

(P-14)

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- III. It shall be the responsibility of the bidder to ensure that the designs, Structural as well as Architectural, shall be in coherence with the conceptual drawings annexed in Annexure 5 of this Tender Document.
- IV. Variation in sizes/specifications from the conceptual drawings, if any, shall be evaluated on pro rata basis and paid accordingly after getting the same approved from MD SBM

S.NO	Location	Infrastructure
	District Poonch	MRF Shed (80'x45'): RCC Foundations, Concrete columns, Brickwork, Colour coated Sheet, Steel Gate, Steel truss. Compost Pit (80'x20'): PCC foundation, Steel Column(150x150x8mm), Brickwork, Honeycomb brickwork, Steel Truss. Leachate Treatment Pond having size 4.50 x 3.0 Mtr Chain link Fencing having 213 Mtr length Approach Road 150 Mtr length having 5.00 Mtr width R-wall 70 Mtr length having 3.25 Mtr height and 20 Mtr length having 1.40 Mtr height

10. Materials and Specifications:

- a. The Contractor shall arrange the Cement/ steel on his own from authorized dealers for the above said work and quality of material shall have to be verified by the concerned Asstt. Executive Engineer before start for work. The brand of cement / tar steel to be used shall be of brands:-
- Cement of Ambuja, ACC & Ultra Tech or any equivalent brand as approved by the Engineer-in-charge.
 - Tor Steel of SAIL, TATA & Jindal or any equivalent brand as approved by the Engineer-in-charge.

b. Foundations:

Foundations of MRF Sheds shall be R.C.C with the following specifications: Specified grade of reinforced cement concrete including curing but excluding the cost of centering, shuttering, finishing and reinforcement. All works up to plinth level in 1:1½:3 (1 cement: 1½ coarse sand; 3 graded stone aggregate 20 mm nominal size)

The foundations of Compost Shed shall be of the following specifications:

Cement concrete of specified grade including curing in all work up to plinth level with: 1:3:6 (1 cement: 3 coarse sand: 6 graded stone aggregate 20 mm nominal size)

c. Superstructure:

The frame of the superstructure shall be constructed by providing Hollow Built up sections of MS of sufficient thickness with low height partitions of Brickwork in Superstructure in cement Mortar 1:6 (1 cement: 6 coarse sand). In case of MRFs the low height partition shall be supplemented with chain link fencing in Galvanized steel wires of requisite diameter. The compost shed shall

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(R-4)

also be provided with honey comb masonry in Half Brick cement mortar 1:6 (1 cement: 6 coarse sand) for facilitating air flow for composting.

d. Roofing:

Roofing shall be erected from MS Truss structure made of Hollow/Built up sections of required thickness and size including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required. The truss shall be covered with GI Roof sheeting of thickness 0.50mm color coated as directed by the Engineer-in-Charge.

e. Flooring:

Both types of sheds shall be provided with 100mm thick cement concrete flooring in 1:2:4 (1 cement: 2 coarse: sand: 4 graded stone aggregate 20 mm nominal size).

f. Drainage: -

Both the sheds shall be surrounded by PCC drain for effective management of rain water and waste water.

g. Fittings and Fixtures: -

All electrical and mechanical fixtures shall be as per relevant codes of practice and approval of the Engineer-in-Charge.

11. Payment from Authority:

(a) Mobilization Advance: - Mobilization advance shall be released in favor of the contractor as per the guidelines issued by J&K Finance Dept. which read as below:

- Mobilization advance shall not exceed 10% of the Allotted value and should be given only if requested by the contractor in writing within one month of the order of allotment of works.
- The contractor shall execute a Bank Guarantee bond from scheduled nationalized Bank or Jammu & Kashmir bank as specified by concerned department for 110% of the amount of advance.
- Such advance shall be released in two or more installments to be determined by the Engineer in-charge (concerned Executive Engineer) at his discretion.
- The first installment of such advance shall be released on request made by contractor to the Engineer in charge The 2nd and other installments (if applicable) shall be released only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment with photographic evidence to the entire satisfaction of the Engineer in- charge (concerned Executive Engineer).

(b) Payment Schedule: The eligible payments for Planning, Design and Construction of all the components of this Facility shall be paid to the Contractor by MD-SBM as under:

Description	Fee Payable
Stage 1 Vetting of design	3% of the allotted amount
Stage 2 Levelling of Ground/Chain link fencing Including Protection work	17% of the allotted amount in addition to payment already made upto Stage 1 (3% + 17%) = 20%

(P-16) (R-4)

Stage 3 All works upto Plinth level of MRF and Composite Pit including side drain	20% of the allotted amount in addition to payment already made upto Stage 2 $(3\% + 17\% + 20\%) = 40\%$
Stage 4 Upto Super structure	15% of the allotted amount in addition to payment already made upto Stage 3 $(3\% + 17\% + 20\% + 15\%) = 55\%$
Stage 5 Trusses including Roofing, Electrification and Painting work	25% of the allotted amount in addition to payment already made upto Stage 4. $(3\% + 17\% + 20\% + 15\% + 25\%) = 80\%$
Stage 6 Chowkidar Room and Leachate Treatment Pond	10% of the allotted amount in addition to payment already made upto Stage 5. $(3\% + 17\% + 20\% + 15\% + 25\% + 10\%) = 90\%$
Stage 7 On Successful Completion of work including Sanitary works	10% of the allotted amount in addition to payment already made upto Stage 6. $(3\% + 17\% + 20\% + 15\% + 25\% + 10\% + 10\%) = 100\%$

12 Penalty clause

For delay of every month, penalty @2% of the approved cost shall be levied on the Contractor. It is the responsibility of the agency to ensure that all approvals are taken in time and work is started in time. MD-SBM shall facilitate provision of encumbrance free site for execution, provide all possible assistance and facilitation to ensure that work is started and completed as per the prescribed schedule and will designate responsible officers for the same and will also fix their responsibility for delay, within their service Rules. Delay will not be attributed to the Contractor in case of encumbrance free land will not be provided to the Contractor.

13 Statutory Variations

Statutory variation of +/- 10% of the contract value shall be allowed in the execution of the contract, such additional or reduced cost (except which are covered in cost indices) shall be added or deducted from the contract price. In no manner the quantities shall exceed this range. If any such variations are encountered during the contract execution, then the Agency shall bear all the costs related to such variations

14 Cancellation / Termination for Default

The Authority reserves the right to cancel the Work order / contract in case of default on the part of the Agency.

- If the Agency fails to execute the contract in full or part thereof as per prescribed schedule or deliver any or all the material in the contract within the time period specified in the contract on order.
- If the Agency fails to perform any other obligation(s) under the contract.
- Authority reserves the right to terminate the contract at any stage with notice period of one month (30 days) without citing any reasons.
- In case of any kind of non-performance, Agency will be given a notice of

(P-12) (R-4)

seven days to take remedial action (with imposed penalty as per tender terms and conditions) and if remedial action is not taken than the Authority, reserves the right to terminate the agreement in accordance with the applicable rules in force and terms and conditions contained in the SBD/Contract.

15 Force Majeure Clause:

In case the delay in Works is due to any act of God (including fire, flood, earthquake, storm, hurricane or other natural disaster) war, invasion, act of foreign enemies, terrorist activities, nationalization or other cause like strikes, lockdown, whether similar or dissimilar to the causes herein enumerated not within the reasonable control of contractor through the exercise of due diligence said party is unable to foresee or overcome then the Agency can be given suitable extension.

In the event the party is rendered unable wholly or in part by Force majeure to carry out its obligations under this contract, it is agreed that such party shall give notice and details of the Force Majeure in writing to the other party as promptly as possible after its occurrence. Should the continuation of Force majeure continue for more than 30 consecutive days the contract may be immediately terminated at the option of the Authority by delivering written notice to the Agency and an alternate arrangement shall be made by the Authority for Works.

16 Taxes

- a. The successful bidder shall be responsible for all the income tax, statutory taxes, statutory dues, local levies, Goods & Service tax, etc., to be paid to Government / Statutory bodies/ Authorities, etc., for the services rendered by it. There will be no tax liability upon the MD-SBM whatsoever on any account.
- b. The Bidder indemnifies MD-SBM from any claims that may arise from the statutory authorities in connection with this License.

17 Signing of Contract Agreement

The Contractor shall enter into Contract agreement with DULBJ and the successful Contractor within 15 days from the Letter of Acceptance / work Order issued to the successful Bidder by MD-SBM. Original of all the documents as uploaded in the 1st cover shall form the part of agreement along with other documents as prescribed. Any delay or failure on this account shall inter alia be construed as wilful default inviting forfeiture to the Department of the Earnest Money amount. In case the firm wilfully or otherwise delays the execution of the Agreement, the contract as per Letter of Acceptance /Letter of Intent / Works order in accordance with the NIT terms and conditions shall still be binding on the firm / Supplier.

18 Verification of Bills

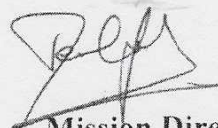
Bills / Claims against Works accomplished by the firm shall be verified by representative of the Authority or any assigned Authority personnel prior to making the Payment. The verified payments shall be jointly recorded in the measurement book for the Project.

- 19** Any information submitted by the Contractor at the time of bidding which at the later stage turns out to be false information, shall render the contract as cancelled, the Performance Security shall be forfeited.

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- 20 All LMRs to be verified by the concerned official supervising the execution of work and framing the bill.
- 21 Any typographical error or omission if found in the unit, quantity and rate of the BOQ/allotment shall be rectified as per the norms of the tender document and BOQ.
- 22 The Contractor shall furnish the relevant test reports of all materials from Design, Inspection and quality control department, canal Road, Jammu or material testing lab of PWD, R&B or any NABL accredited LAB. The bill will not be processed for payment without the test report.
- 23 Any damage caused to the private/public property during execution of works shall be in the liability of the Contractor and no claim on account of any such restoration to be carried by the Contractor shall be entertained by the department.
- 24 After completion of work all debris/construction material shall be cleared by the contractor from the site of work. The final bill shall not be submitted till site clearance certificate is issued by Executing Officer.
- 25 All other conditions are as per the e-NIT.

No. - MB/SEM/15/2026-27/933-36
dt: - 04-07-2026



Mission Director,
SBM-U 2.0

Copy to the:

1. Mission Director, SBM-(U) 2.0, for kind information please.
2. Joint Commissioner (Works), for kind information please.
3. Executive Engineer, Projects Division, for kind information.

(R-5)

**Government of Jammu and Kashmir,
Directorate of Urban Local Bodies, Jammu**

(Near Railhead Complex Opposite Petrol Pump, Jammu.)
(Ph/Fax: 0191-2470050) (Mail ID: dulb-jammu@jk.gov.in)
(Website: <https://ulbjammu.jk.gov.in/>)

Sh. Pardeep Kumar (Prop.)
M/s. Lord Shiva Enterprises,
1st Floor Batra Cloth House, Opp. Post Office,
Near Bhagat Singh Statue, Old Bus Stand,
Gohana, Sonipat Haryana-131301.
01263-452556, 9215843000 (M)
lordshivaenterprises999@gmail.com

No:-DULBJ/2026/7759972/1206-07 Dated:- 23-05-2026.
Subject:- Letter of Award (LOA) for undertaking Dumpsite/ Landfill Remediation through Biomining of Legacy Waste in 17 ULBs of Jammu Division, covering ULBs - Akhnoor, Basholi, Lakhanpur, Hirangar, Katra, Reasi, Thathri, Poonch, Surankote, Bari Brahmana, Ramgarh, Ramnagar, Chenani, Kishtwar, Ramban, Rajouri and Sunderbani.

Refer:- This office e-NIT No. 20-DULBJ of 2025 dated 05.02.2026.

Whereas, vide e-NIT No 20-DULBJ of 2025 dated 05.02.2026, bids were invited for undertaking Dumpsite/ Landfill Remediation through Biomining of Legacy Waste in 17 ULBs of Jammu Division, covering ULBs - Akhnoor, Basholi, Lakhanpur, Hirangar, Katra, Reasi, Thathri, Poonch, Surankote, Bari Brahmana, Ramgarh, Ramnagar, Chenani, Kishtwar, Ramban, Rajouri and Sunderbani; and

Whereas, the UT level Purchase Committee assessed the bidders which participated in e-NIT as per the procedure laid down in the RFP; and

Whereas, after the conclusion of the evaluation / financial bid opening, the matter was placed before the Administrative Department and subsequently through e-office file No e-7759972, approval was accorded for issuance of LOI; and

Accordingly, Letter of Intent (LOI) was issued in your favour vide communication No DULBJ/2026/7759972/516-17 dated 30/04/2026 and in response to said communication, you had submitted a **Performance Bank Guarantee (PGB)** bearing No 50301351234140 dated 11/05/2026 issued by the HDFC Bank Branch Ward No 8 Civil Road Samta Chowk District Sonipat Gohana-131301 Haryana amounting to **Rs 29,34,575/- (Twenty Nine Lakh Thirty Four Thousand Five Hundred Seventy Five only)** pledged in favour of Director, Urban Local Bodies, Jammu having validity upto 11/11/2027.

Keeping in view of the above, the contract for undertaking Dumpsite/ Landfill Remediation through Biomining of Legacy Waste in following 17 ULBs of Jammu Division is hereby awarded in your favour @Rs 617/- PMT (Rupees Six Hundred Seventeen only) having project cost Rs. 5,86,91,508/- (Rupees Five Crore Eighty Six Thousand Ninty One Thousand Five Hundred and Eight only) The project should be completed within 12 months from the issuance date of LOA.

The payment to the contractor shall be disbursed as per the payment

terms defined in the RFP by debit to funding under SBM 2.0.

The list of ULBs with quantity of legacy waste is mentioned below:-

S No	ULB Name	Total Quantity (IN MT)	Cluster
1	MC, Akhnoor	3,000	Cluster-I
2	MC, Basholi	1,400	Cluster-II
3	MC, Lakhampur	1,806	Cluster-II
4	MC, Hiranagar	6,234	Cluster-II
5	MC, Katra	40,000	Cluster-III
6	MC, Reasi	5,000	Cluster-III
7	MC, Thathri	131	Cluster-IV
8	MC, Poonch	9,825	Cluster-I
9	MC, Surankote	3,000	Cluster-I
10	MC, Bari-Brahmana	3,000	Cluster-II
11	MC, Ramgarh	1,000	Cluster-II
12	MC, Ramnagar	1,000	Cluster-III
13	MC, Chenani	232	Cluster-III
14	MC, Kishtwar	11,315	Cluster-IV
15	MC, Ramban	1,000	Cluster-IV
16	MC, Rajouri	3,681	Cluster-I
17	MC, Sunderbani	3,500	Cluster-I
Total		95124	

- 1) As per clause No 5 of RFP i.e. verification of bills:- Bills / claims against works accomplished by your firm shall be verified by concerned Chief Executive Officer of the ULB prior to making the Payment. Further, verification to the effect that contract has been completed in all respects shall have to be made by the CEO/ EO.
- 2) As per clause No 6 of RFP i.e. SoP for Payment of Legacy Waste:
 - a. Weighbridge will be arranged by your firm and shall weigh the waste on that weighbridge
 - b. Weighbridge slips should be printed on a daily basis, and their record should also be maintained in a register issued by the authority. All slips and records in the register should be verified by the authorized staff of the authority.
 - c. Provide a copy of the Memorandum of Understanding (MoU) with the authorized vendor for the disposal of Refuse-Derived Fuel (RDF).
 - d. Provide receipts of all tolls encountered on the route from the dumping site to the final RDF disposal location.
 - e. Provide Entry receipt / gate pass of the truck at the disposal plant.
 - f. Provide GST deduction receipt for payments made at the plant by the plant owner.
 - g. Provide the RDF disposal certificate issued by the plant owner that specified the quantity of RDF disposal.
 - h. Provide the No-objection letter (NOC) or consent where the clack soil is dumped.
- 3) As per clause No 7 of RFP i.e. Payment Authority:- Payment shall be paid by the respective consignee ULBs on the actual quantity processed of the Legacy Waste as per below payment terms:
- 4) As per clause No 8 of RFP i.e. Payment Terms to the Firm:

Payment Terms	
Per MT Processing Cost	Based on monthly billing with minimum 5000 Ton or as per the actual quantity remediated at site. (applicable only for those ULBs where quantity of legacy waste is less than 5000 MT)

- 4.1) **Note:** Payment will be made based on actual waste process at the site or transport and process to other ULB site. In case of process to other ULB site, certification from concerned officer of the source and certification of the concerned officer of the destined ULB site is mandatory. Minimum billing should be of 5000 MT or as per the actual quantity remediated at site (applicable only for those ULBs where quantity of legacy waste is less than 5000 MT) and copy of same shall require to be submitted to DULBJ.
- 4.2) **Monthly Payment of 70% will be released within 15 days from the date of submission of bill, 5% of the total bill amount will be withheld from the monthly bill and the same will be released after 100% reclamation of land and verification of the same by the competent authority. The remaining 25% will be released after submission of disposal certificate along with 70% of next month bill. The Certificates for proof for disposal and the SoP as per clause 6 of RFP should be submitted along with invoice / bill. The period for submission of the said certificates should not be more than 60 days.**
- 4.3) **For Certificate of Disposal: Certificate for Disposal of RDF / Recyclables / Inert / Rejects required to be submitted by the Operator, with the required transport documents of the RDF/ Recyclables / Inert / Rejects and its receipt at the place of the final disposal/ usage, with whom the Firm has entered into the agreement for final recycling and disposal of RDF Recyclables / Inert / Rejects.**
- 5) **Penalty Clause:- For delay of every month, penalty @1% of the approved cost of that month's work as per the approved work Schedule shall be levied on the approved Firm.** It is the responsibility of the Firm to ensure that all approvals are taken in time and work is started in time. For any delay, it shall not be attributed on the DULBJ or its officials.
- 6) **As per clause No 10 of RFP:- Statutory Variations:-** If any statutory regulations or bye laws come into force after submission of the bids, which cause additional or reduced cost to the supplier in the execution of the contract, such additional or reduced cost (except which are covered in cost indices) shall be added or deducted from the contract price.
- 7) **As per clause no 12 of RFP**
- The Firm / Service Provider shall indemnify and keep fully indemnified and save the other parties to this agreement against any claim, loss or damage, costs, charges, and expenses including litigation expenses which may be brought or made or sustained or incurred by the Parties due to any action or inaction of the Service Provider while performing its duties and obligations under this agreement.
 - The Firm shall be individually liable to indemnify the other parties to this agreement against any loss, damage, costs imposed on the parties due to the action or inaction on the part of the Service Provider.
 - The Director, ULBJ / TEC, DULBJ / Govt. of UT of J&K shall not be responsible for damages of any kind or for any mishap / injury / accident caused to any personnel/ property of the Firm/ Service Provider while performing works at the allotted work sites. All liabilities, legal or monetary, arising in that eventuality shall be borne by firm/ Supplier.

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(R-5)

8) As per clause No 18 sub clauses of RFP:-

- a. Actual site survey and assessment shall be conducted before actual work started by your Firm and the authentication of quantity of legacy waste actually existing at the site through a committee to be constituted by the Directorate of Urban Local Bodies Jammu. The quantity may increase upto 25%, however if the quantity at the site is less than the quantity mentioned in RFP, the quantity shall be restricted to the actual quantity authenticated by the said committee.
- b. You are allowed to process the legacy waste as per the available resources in ULB. You are also allowed to process waste from one site to another site in all 17 Urban Local Bodies (ULBs) as per the SOPs in Clause 6 & 8. The work should be carried out in each of the 4 clusters simultaneously.

9) Scope of work for the project will broadly include, but not limited to

- a. Your Firm in consultation with Authority needs to demarcate parcel of land for dumping of fresh waste till the date of commencement of operation of the proposed processing plant.
- b. Your Firm shall evaluate the volume of legacy waste processed by him by taking the cutting levels of the contour of the land and shall get it verified from the Engineer-in-charge for further submission of the bill based on this volume for payment.
- c. Your Firm should establish the Permanent and Temporary Benchmarks before start of the work.
- d. Firm has to ensure the disposal of RDF by authorized recycler within the timeline and submit the disposal certificate along with the monthly payment bill.
- e. You are required to set up the legacy waste remediation facilities at the designated site and remediate the allotted legacy waste through scientific means within 18 months from the date of handover of the site, in accordance with Solid Waste Management Rules 2016 (SWM Rules 2016) Directions of Honorable NGT and other applicable rules & norms as amended from time to time.
- f. You must start work at the site to complete the work within a stipulated time.
- g. You required to undertake the contour survey prior to start of work to ascertain the legacy waste quantity at site and take prior approval for imitating the work.
- h. You should submit the work plan including deployment of manpower and Machineries at sites to be cleaned the sites within time before starting of work with mentioning all detail of processing and disposal and same will be monitored by DULBJ accordingly.
- i. You should furnish the pre-feasibility report prior to start of work covering process methodology and technology to be deployed etc. and submit the same to JKPCB for obtaining the necessary approvals.
- j. The key goal is to achieve 100% reclamation and redevelopment of the legacy waste dumpsite in the mentioned areas adopting scientific means and mechanism, that too in environment friendly manner.
- k. You will have to remediate land and scientific disposal of all material recovered, in accordance with present rules and regulations – norms of Government Authorities like MOEF&CC, CPCB, J&KPCB, Solid Waste Management Rules 2016 & National Green Tribunal (NGT) etc.
- l. The technology should be flexible enough to augment the capacity and accommodate environment friendly changes to be imposed by governing authority like MOEF&CC, CPCB, J&KPCB, National Green Tribunal (NGT) and other all regulatory agencies in future.
- m. The legacy waste material that is recovered from the dumpsite and converted into a resource material shall be owned by the Firm and they shall be allowed to sell or use it for any civil infrastructure purpose subject to achievement of compliant norms as laid by the Centre/ State /UT Government.

- n. You have to carry out contour survey every month for monitoring volumetric reduction of existing dump and contour survey reports shall be submitted along with every monthly bill clearly showing monthly volumetric reduction of existing dump.
- o. Legacy waste should be disposed as per MSW Rules 2016 and any amendment thereof.
- p. Payment will be made in your favour on monthly basis with minimum quantity of 5000 MT or as per the actual quantity remediated at site (applicable only for those ULBs where quantity of legacy waste is less than 5000 MT) on the basis of weighment of net quantity of input waste processed from designated sites. For this purpose, the Firm has to place a weighment bridge of appropriate capacity, duly inspected by the prescribed authority and DULBJ/ respective ULBs of Jammu division. At the weighbridge station staff deployed by respective consignee will remain seated for the entire day operation to verify, monitor the weighment process, and keep a check on the process, to avoid any dispute at later stage.

10) As per clause No 19 of RFP i.e. Operational Milestones:- Milestones required to be achieved within the given timeframe are as mentioned below:

Sr.	Activities to be completed	Time Period for Completion
A	Mobilization of manpower and earth mover equipment with related equipment.	30 days from date of issuance of Letter of Award/ Contract signing/ Handing over of site (whichever is later).
B	Start of operations including Obtaining Statutory Clearance, Excavation of waste, Stabilization of waste, Start of Erection of Plant and Machineries for stabilization and segregation of Legacy waste.	A + 15 days
C	To remediate/ dispose approx. 95,124 MT of existing legacy waste lying at in 17 ULBs of Jammu Division.	B + 310 days
D	To de-commission the installed remediation machineries from the site.	C + 10 days

Note: If the mentioned quantity is increased, the Authority shall release the bill for the excess quantity accordingly. Time relaxation can be provided by DULBJ/ respective ULBs of Jammu division based upon weather condition, the ground status, site availability and condition against genuine reasons placed by the Firm to them in writing. DULBJ at their discretion can take a call accordingly, but the extension may be provided (considering monsoon period), either in one go or in phased manner.

11) As per clause No 20 of RFP i.e. Weighment System :- You must install the weighbridge on its own at any of the designated sites or as permitted by DULBJ/ respective ULBs of Jammu division for measurement of legacy waste to be processed. This weighment system should meet following conditions:

- a) It should be fully online electronic, automatic system equipped with the latest technology along with backup server facility. Data of weighment system shall be maintained properly for the entire contract period with back-up server facility and shall be provided through online application on real time basis to DULBJ.
- b) It should be operated in CCTV surveillance with data storage of entire contract period. For CCTV surveillance High-Definition IP based cameras in adequate numbers (as directed by DULBJ/ ULBs) shall be provided by the Firm.
- c) CCTV Recordings of operation of weighment system shall be provided as and when required to DULBJ/ respective ULBs.

- d) The installation of the cameras should be such that the real time monitoring of the facility, movement of vehicles coming in or going out of the facility and during weighment can be viewed and monitored through control room at DULBJ/ULBs office.
- e) All the data acquisition of weighment system comprising weighment of legacy waste to be processed shall be done online on DULBJ's website/ concern ULBs web page in public domain in view of the transparency of project operations.
- f) Any malfunctioning in operation of weighment system will be the responsibility of your firm.
- g) In case any malfunction/ technical problem in the functioning of weighment system, the same shall be rectified by the Firm within period of 24 hrs. During this period of failure, weighing of MSW shall be carried out at private weighbridge located outside which should be approved by DULBJ/ respective ULBs at Firms cost and no additional charges will be paid by DULBJ.
- h) Firm shall ensure collection, treatment and disposal of leachate, if the existing facility lacks ETP/ STP provision. All the facilities required by applicable law and to meet scope & conditions of this contract shall be set up by the you.
- i) Initial land required for setting up processing plant and machineries shall be provided by respective ULBs based on site situation. In case no land is available then respective ULBs would ensure that the land is cleared under the supervision of your firm for getting equivalent land at the site. Expenses pertaining to clearing the site and making the space available will be borne by the Firm.
- j) If additional land is required for future expansion of the processing plant, operator can use the land that is recovered after processing the Legacy Waste and to be decided in agreement with DULBJ/ respective ULBs of Jammu division.
- k) The land area which will be cleared and cleaned will remain with DULBJ/ respective ULBs of Jammu division except as mentioned above, if required.
- l) It is expected to clear legacy waste available at the designated sites and is required to setup a plant at any designated site for doing so. All legacy waste from the sites will be transferred to the site where the machinery is installed by the Firm for its scientific remediation. All such expenses of collection and transferring (C&T) the waste shall be borne by your firm.
- m) It is the sole responsibility of your firm to dispose of the rejects/ inert generated during the process. By-products from such processing viz. recyclables, enriched soil, compost, gas, energy etc. will be the property of the Firm. It is expected that e-waste, hazardous waste, and recyclables such as the plastic, glass, metal etc. does not any way form the part of inert waste.
- n) The inert waste disposal plan shall also be proposed by the Bidder which will include identification of an inert waste disposal area land within jurisdiction and at his discretion.
- o) A comprehensive Aggregate Disposal Plan covering activity like Removal, Segregation, Processing, Transportation, Disposal in a scientific manner will be submitted to DULBJ/respective ULBs of Jammu division for their approval. Inert for Bidder would mean non-biodegradable, non-recyclable and non-combustible fractions.
- p) The Bidder has to obtain prescribed permissions/ NOCs from Jammu & Kashmir State Pollution Control Committee (J&K PCC), in compliance with SWM Rules, 2016, if the rule asks so. DULBJ/ respective ULBs may assist the Bidder in obtaining the permissions from the prescribed authority, if so required. Ensuring such compliances is mandatory for Contract.

12) Penal action against non-compliance

Sr.	Description	Remarks
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1.	Delay in mobilizing the team within the given time schedule	Rs. 3,000/- on per week basis, till the mobilization of the complete team
2.	If the allocated sites are not cleared within the stipulated period	Rs. 25,000/- on per month basis, till the site is reclaimed and handed over to DULBJ. (This will only be applicable, after the expiry of the extended remediation period by ULBs). Extension due to any natural disaster situation / changing of Govt. policy / any other delay due to CPCP & JKPCB / ULB's permission will not consider as a delay for penalty.

The Project should be executed strictly in accordance with the terms and conditions, corrigendum and scope of work outlined in the RFP document and the Contract Agreement, which shall be executed within **15 days** from the issuance of this LOA. The stipulated time for completion of the said project is 12 months from the date of issuance of LOA.

You are requested to acknowledge the receipt of this LOA within **07 days** from the date of issuance.

Sd/-
Director,
Urban Local Bodies,
Jammu

Copy to the:-

1. Commissioner/ Secretary to the Government, Housing & Urban Development Department, Civil Secretariat, Jammu for information.
2. Chief Executive Officer/ Executive Officer, Municipal Council/ Committee, _____ for information.
3. Office record file.

Deputy Director(Adm.),
Urban Local Bodies,
Jammu