

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION No. 293/2023**

IN THE MATTER OF:

YOGESH MAINI

...APPLICANT

VERSUS

STATE OF PUNJAB & ORS

...RESPONDENTS

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Filed Through

Place: New Delhi

Date: 08.09.2023

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D/1625/2009

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Delhi High Court

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

ORIGINAL APPLICATION No. 293/2023

IN THE MATTER OF:

YOGESH MAINI

...APPLICANT

VERSUS

STATE OF PUNJAB & ORS

...RESPONDENTS

REPLY IN FORM OF AFFIDAVIT BY RESPONDENT No. 2, MUNICIPAL
CORPORATION, LUDHIANA.

IT IS MOST RESPECTFULLY SHOWETH:

1. The undersigned is working at the post of Additional Commissioner, Municipal Corporation, Ludhiana and is thus filing the reply on behalf of respondent no. 02.

2. That this Hon'ble Tribunal vide order dated 24.04.2023 had directed:

"3. Prima facie, the averments made in the application raise questions relating to environment arising out of the implementation of the enactments specified in Schedule I to the National Green Tribunal Act, 2010.

4. Let notices alongwith copies of the application and documents attached therewith be issued to the respondents requiring them to file their response/reply to the averments made in the application within two months by email at judicial-ngt@gov.in preferably in the form of searchable PDF/OCR Support PDF and not in the form of Image PDF."

3. That the applicants herein have alleged that the answering respondent have placed Solid Impermeable Concrete interlocking tiles on the roadsides covering almost 75-100% of area against 5% fixed by this Hon'ble Tribunal leaving no space for greenery or water to infiltrate into ground. It has also been alleged that level of side of road is also not lower



than the Main Metallic road to avoid waterlogging on roads during rainy days.

4. It is submitted that the Municipal Corporation Ludhiana, have fixed Interlocking tiles or concrete pavements on side berms of the main roads/internal roads to control the dust from roads in compliance of one of the activities of city action plan prepared as per guidelines issued by this Hon'ble Tribunal in OA No. 681/2018 and adequate space is left for protection of old trees and plantation of new plants and shrubs. It is also submitted that in commercial markets and roads, there isn't enough space for plantation of trees. However adequate space is left for plantation of plants and shrubs taking into consideration the width of the roads. Photographs of the plants in the said areas are annexed herewith as **ANNEXURE 1.**

5. It is also pertinent to mention herein that Municipal Corporation, Ludhiana have passed orders to all the Field officers to lay perforated interlocking tiles, on side berms of main roads except on commercial roads. That covering of only 5% of tiled area with perforated tiles is possible only in big size green belts/ parks which is already being followed by the respondent. Municipal Corporation, Ludhiana has covered all the center verges of main roads with shrubs and side berms with trees. It is also submitted that before the construction of new roads and side berms, a proper drainage system is installed for easy drainage of rain water. Photographs of drainage system installed before construction of roads is annexed herewith as **ANNEXURE 2.**

6. That Municipal Corporation, Ludhiana have left space for plantation of trees at side berms of roads which are more than 30 feet wide. In compliance of the directions passed by this Hon'ble Tribunal in OA No.



062/2021 no interlocking tiles have been fixed around the trees within 1 meter radius. It is submitted that Municipal Corporation Ludhiana has also incorporated guidelines issued in OA No. 062/2021 in work orders and agreements of all the development works and a certificate is also given by the field staff regarding its compliance before initiating payment in every development work. It is also submitted that interlocking tiles/blocks are already being removed around all the trees within the radius of 1 meter as per guidelines, regarding which compliance report is submitted every month before Hon'ble Civil Judge (Senior Division), Ludhiana in EXE No. 609/2021. Copy of work orders as well as latest compliance report is annexed herewith as **ANNEXURE 3 and ANNEXURE 4.**

7. That as per IRC SP 50:2013 Code of Urban Drainage, road side level should be lower than main metallic road to avoid water logging on roads during rainy days which is being complied by Municipal Corporation, Ludhiana. It is submitted that the level of interlocking tiles at side berms of roads is kept equal to metal roads and the areas where premix carpet is supposed to be laid in coming days or months, the level of interlocking tiles at side berms is kept a little bit higher than the road level which comes equal to road level after laying premix carpet on existing road. It is also pertinent to mention herein that, if it is not done, the level of side berms will become much lower than the road level which will become dangerous for cyclists and two wheelers including pedestrians and residents of that area.

8. That Municipal Corporation, Ludhiana is making every possible effort towards protecting the environment and about 30,000 plants (trees and shrubs) are planted every year for creation of green buffers along road



sides, centre verges and plantation of trees in vacant lands like parks, schools and community places in Ludhiana.


DEPONENT
 ADDITIONAL COMMISSIONER
 MUNICIPAL CORPORATION, LUDHIANA.

VERIFICATION

Verified at Ludhiana of the 08 day of September 2023 that the contents of the above reply in so far as they relate to factual position are true upon the information derived from the official record and in so far as they relate to the legal submissions are true upon the advice received and believed by me to be true. Rest is by way of submissions before this Hon'ble Tribunal.



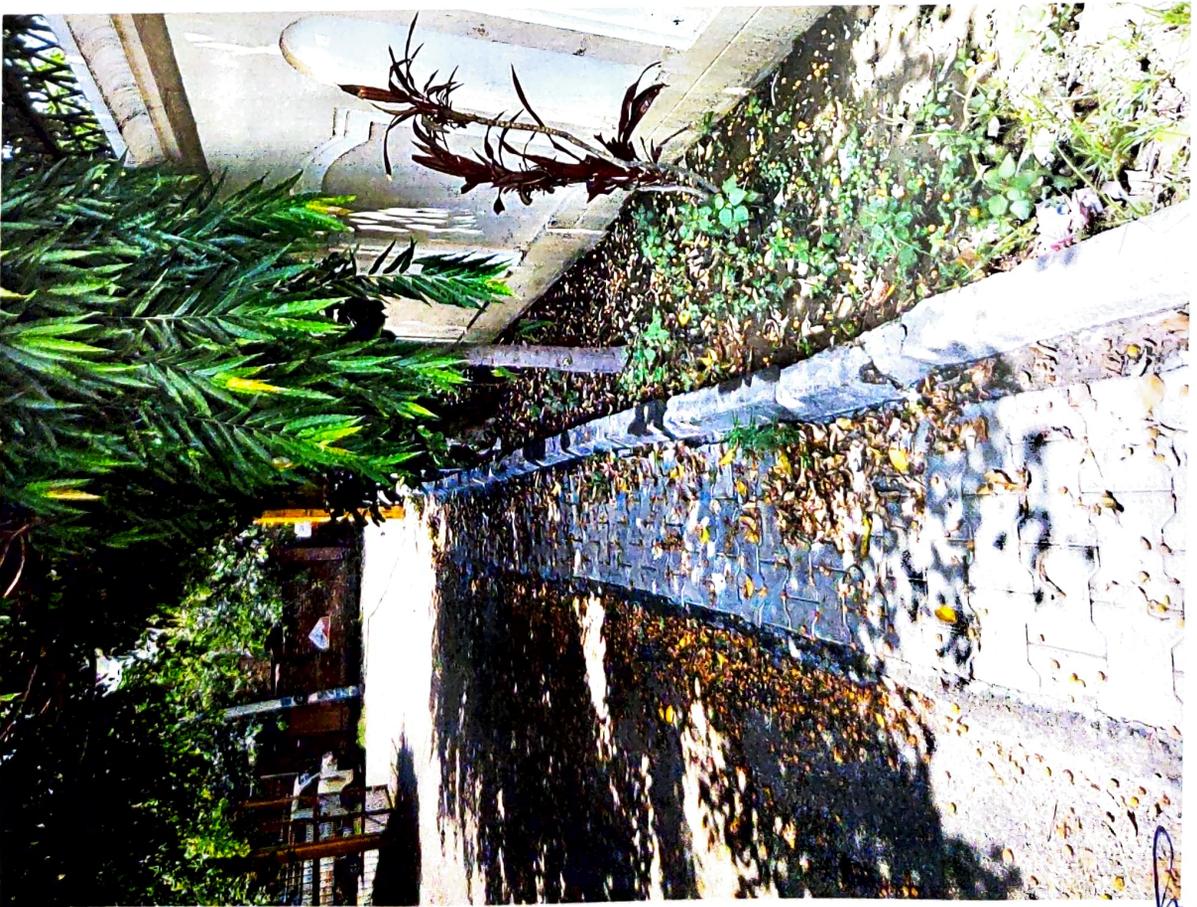
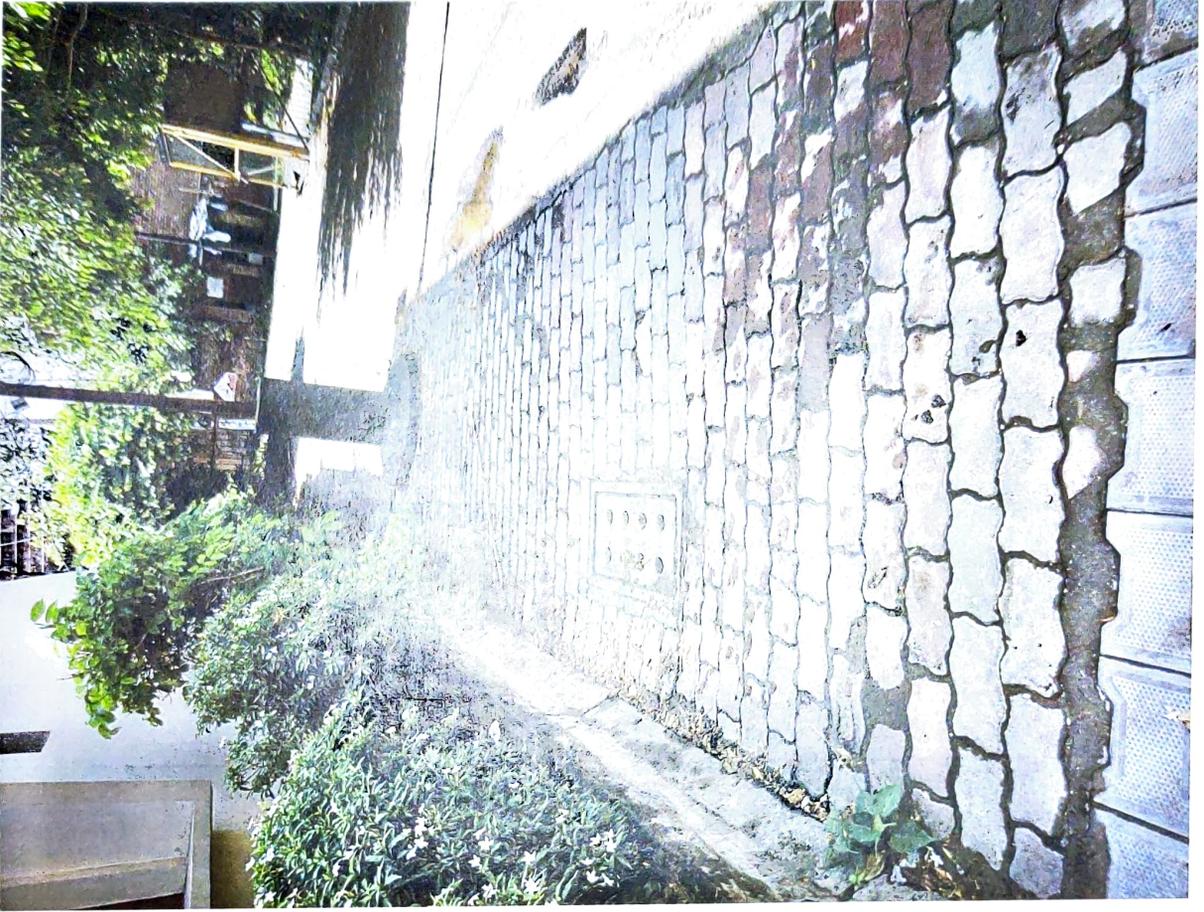
Verified that the affidavit has been read over & explained to the deponent who seemed to correctly understand at the time making thereof


DEPONENT
 ADDITIONAL COMMISSIONER
 MUNICIPAL CORPORATION, LUDHIANA.

ATTESTED AS IDENTIFIED


 NOTARY PUBLIC, LUDHIANA (PB)

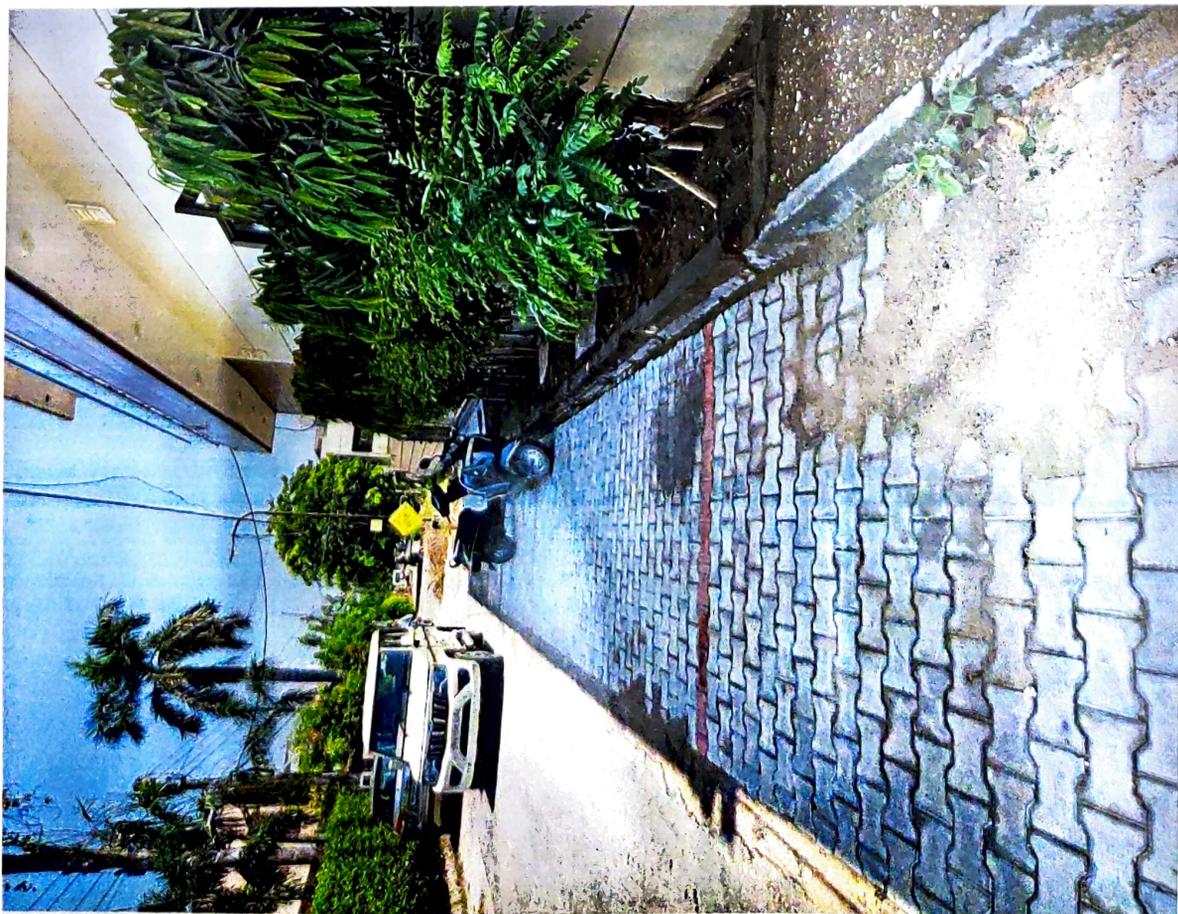
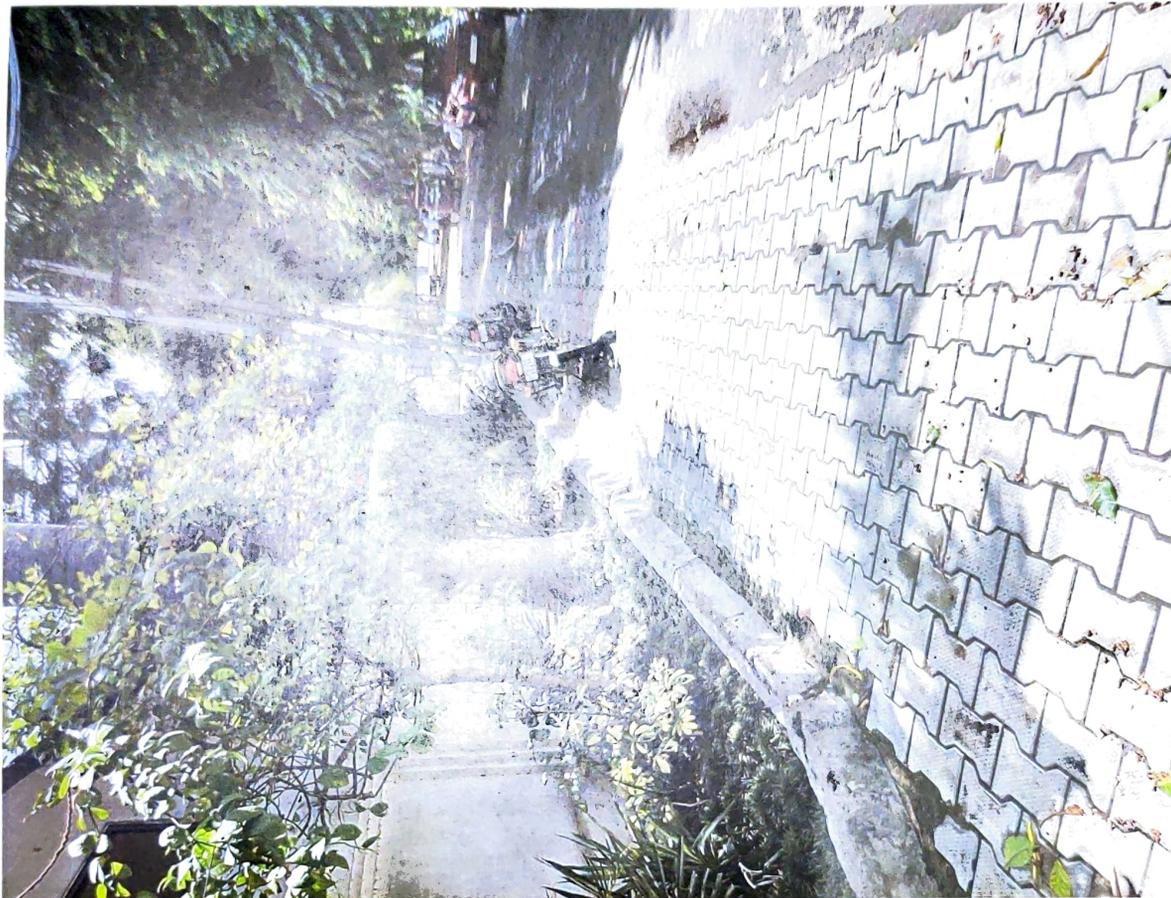
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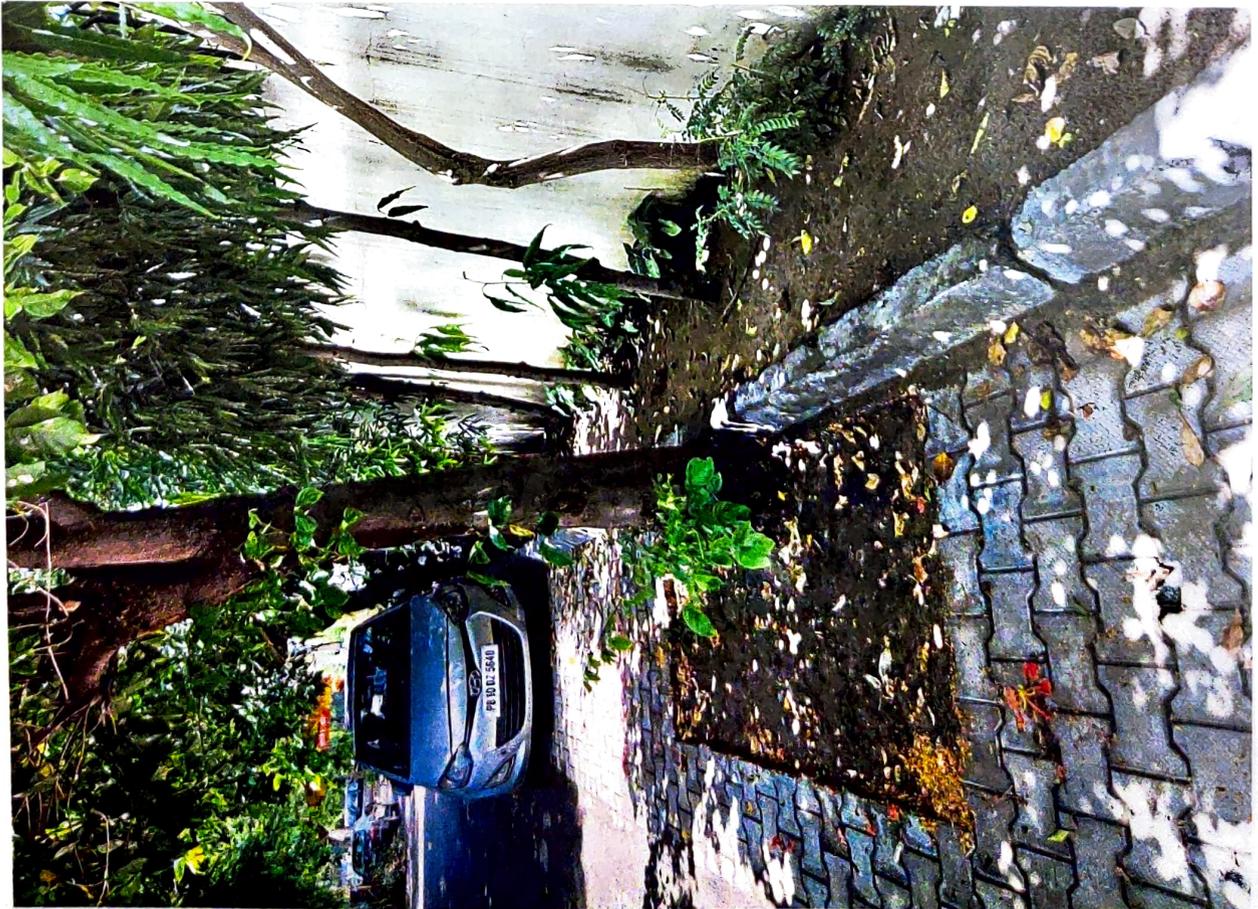
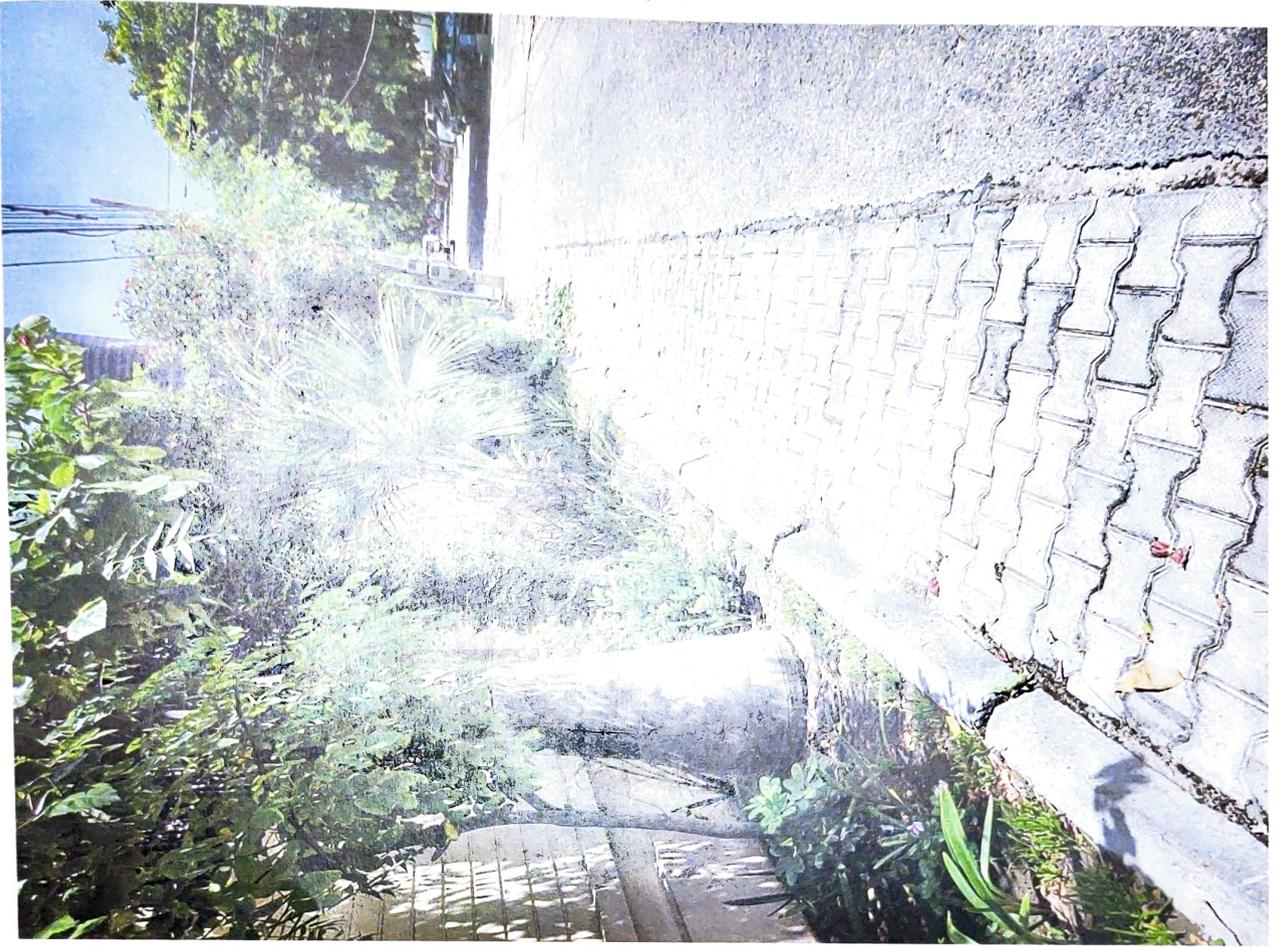
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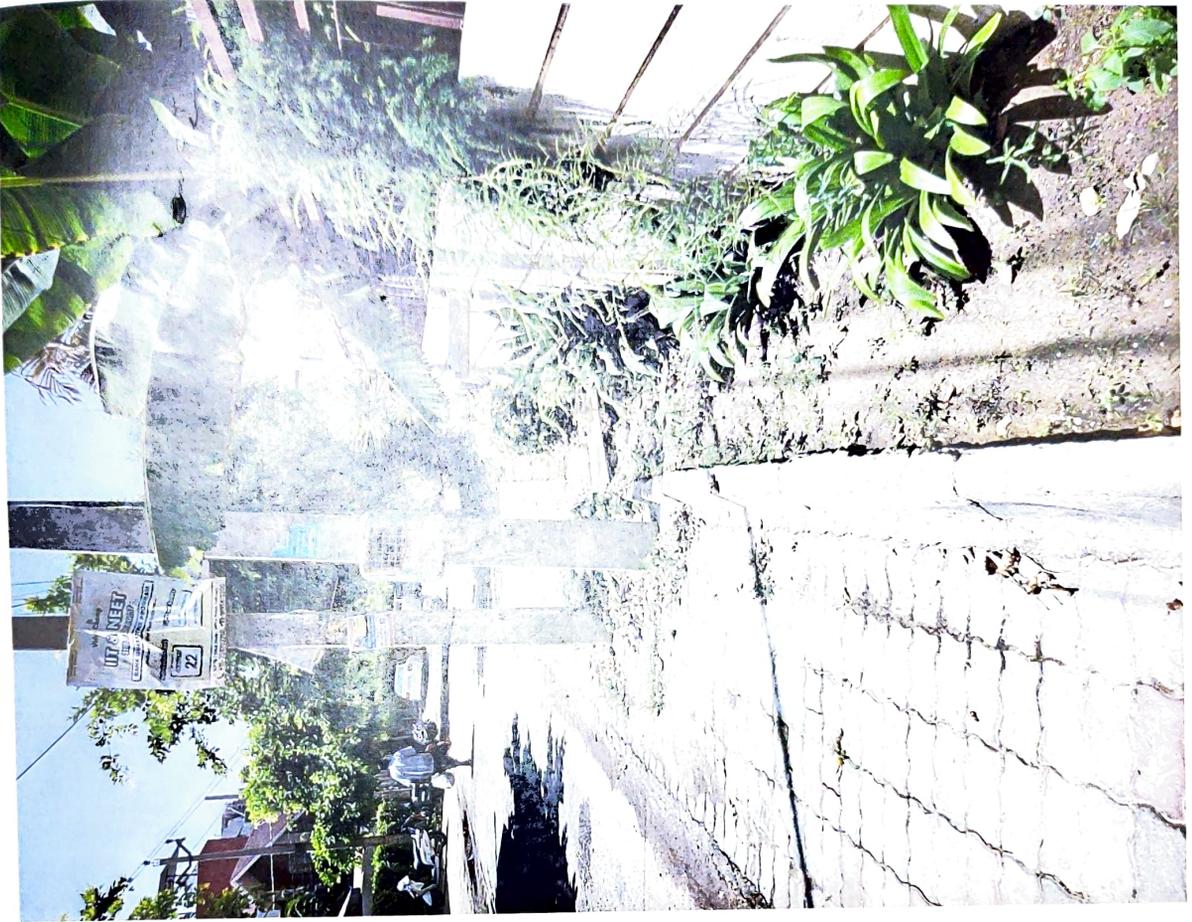
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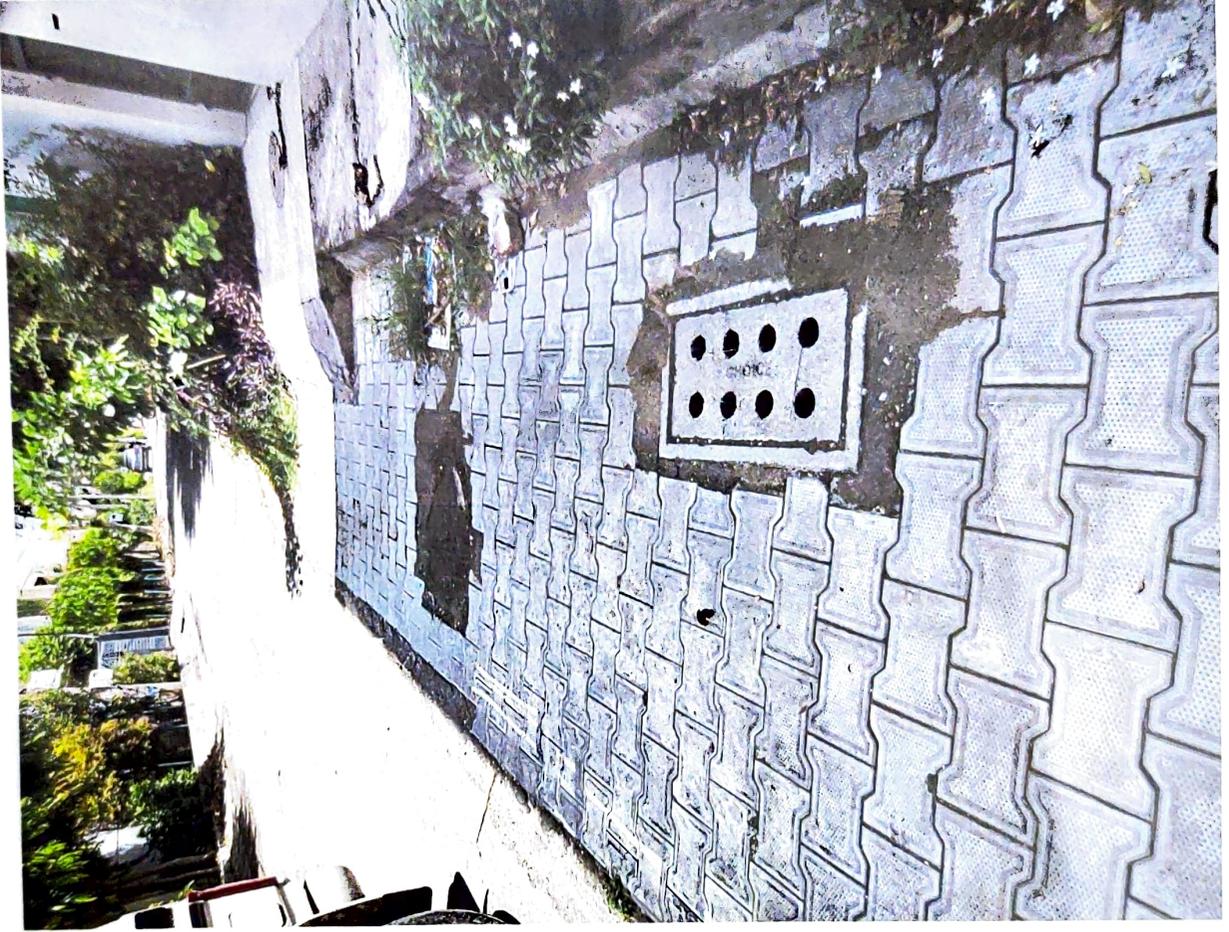
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OFFICE OF THE EXECUTIVE ENGINEER (B&R)
ZONE- D, MUNICIPAL CORPORATION LUDHIANA

WORK ORDER

To,

✓
M/s Ghangass Co-op Labour and Const Society Ltd
MCL Contractor,
Ludhiana.

G-33 No. 62 /EEDDated : 21/09/2022Tender ID: 2021_DLG_70223_46
NCAP Quota (Deposit Work)

Subject: **Laying RMC M-30 In streets of area last right link of Punj Peer road Dairy Complex Part-B**

It is to inform you that Municipal Corporation Ludhiana has allotted the aforesaid work vide F&CC Reso. no 6497 dated 20-05-2022 (WCC order dated 05-09-2022) in your favour, on the following terms and conditions and rates.

- 1 Estimate Amount : Rs. 44,19,000/-
- 2 Tender amount : Rs. 41,94,515/-
- 3 The quoted rates, terms and conditions are as under,
Overall saving of 5.08% on Estimate Amount (Five point zero eight % less)
Saving Amount :- 2,24,485/-
- 4 After the issuance of Work order, agency will have to start the work within 7 days.
Agency will execute the work proportionate to time limit of the work. Failing,
Subject to call deposit.
- 5 The work shall be executed strictly as mentioned in IRC/MORT & H and as per PWD (B&R) specifications. The terms & conditions shall be as prescribed in DNIT/Bidding Document of work, work order and MW-4 clauses of Municipal Corporation account code except clause No. 24 and will be part of the agreement.
- 6 Only Interlocking tiles/paver blocks BIS approved manufacturers and ISI marked will be used in all works. The compressive strength of paver block shall confirm to the table 3 of IS-15658-2006 and the water absorption test shall confirm to clause-6.2.4 and 7.3 and table 4 of IS-15658-2006.
- 7 Time limit for the completion of work **Three Months** from the date of issue of Work Order.
- 8 All the necessary field and laboratory tests of the work and material to be used for the execution of work shall be under taken under the supervision of Engineer in charge of work and charges of all such tests shall be borne by the contractor.
- 9 You are requested to execute an agreement on the non judicial stamp paper within 7 days from the issue of the Work Order.
- 10 The contractor/ agency will have no right to claim for the R/bill & F/ Bill for the work done admitted in the account branch after approval of competent authority. The payments will be made subject to the availability of funds and however, no interest shall be paid for late payments.
- 11 DNIT shall be considered as part of agreement.
- 12 You are requested to provide VAT No., PAN No. and EPF No. of your firm.
- 13 Sales Tax, Income Tax, GST and any other Tax levied by the Govt. shall be deducted from the contractor's bill as per rules.
- 14 The overall lowest statement shall be made according to finally execute quantities and you are liable to accept it and payment will be made as per overall saving.
- 15 Estimate/Tender has been vetted by CE (LG) Vide Letter No. C.E-2022/ _____ dated _____
- 16 All running payments shall be considered as advance payments to the contractors and any excess payment in running bills shall be recovered from the contractor's final bill.
- 17 In case of any dispute or disagreement arising out of contract agreement Commissioner, Municipal Corporation, Ludhiana shall be the Arbitrator, whose decision shall be final and binding upon both the parties
- 18 Any defect found in Quality/Quantity shall be accountable towards the contractor during execution of the work.
- 19 The defect liability period will be one year for the date of completion.
- 20 The agency/ contractor shall obtain RMC only from standard computerized batching plant. The agency shall arrange cement for the work with test certificate of leading cement manufactures namely ACC, Shree cement, JK cement, JK Lakshmi cement, Gujrat Ambuja, JP cement, Ultra Tech cement of ISI mark. The proof of purchases shall be produced. The agency shall also submit the computerized mix design slip/weighting slip, compressive strength tests etc.
- 21 It is mandatory for the contractor to submit the job mix formula/ mix design formula and get it approved prior to start of work.

G-33 No. 02 /EEDDated : 21/09/2022

22. Any defect found in Quality/Quantity shall be accountable towards the contractor during execution of the work.
23. It shall be an essential items of this contract that in order to avoid frivolous claims, the party invoking arbitration shall specify the disputes based on facts and calculation stating the amount claimed under each claim and shall furnish a deposit at call for 10% of the amount claimed on a scheduled bank in the name of the Arbitrator by his official designation who shall keep the amount in deposit till the announcement of the award. In the event of an award in favour of the claimant the deposit shall be refunded to him in proportion to the amount awarded with respect to the amount claimed and the balance if any shall be forfeited and paid to the other party.
24. Original bills of bitumen purchased from the refineries duly approved by PWD (B&R)/ Local Govt. Department will have to be submitted certifying that the entire bitumen has been used for the work allotted to him by this work order.
25. The contractor or his authorized representative should always be available at the site of work to take instructions from the departmental officers and ensure proper execution of work. No work should be done in the absence of such authorized representative.
26. The contractor shall take all measures for the safety of traffic during construction and provide, erect and maintain such barricades including signs, markings, flags, lights and flagman as are necessary at either end of excavation/embankment and such intermediate points as directed by Engineer-in-charge for the proper identification of construction area. He shall be responsible for all damages and accidents caused due to negligence on his part. Nothing extra shall be payable on this account.
27. F&CC Vide Reso No. 6852 Dated 07-09-2022 has appointed M/s WAPCOS Ltd. Panchkula as Third Party Auditor for carrying out technical and financial audit of the works under the NCAP/15th Finance Commission/Smart City Ludhiana.
28. The contractor/ agency is bound to carry out the work strictly as per the guidelines issued by PMIDC from time to time.
29. The final bill payment will be made only after the necessary final audit done by Chief Engineer (Local Govt.) and Third Party Audit of M/s WAPCOS appointed by F&CC Vide Reso No. 6852 Dated 07-09-2022 for NCAP/15th Finance Commission/Smart City Ludhiana funded development works.
30. The work will be carried out to the satisfaction of 3rd party i.e. M/s WAPCOS Ltd. Panchkula appointed by F&CC for technical inspection of work. Agency will carry out all mandatory tests required as per IS code of respective items & all the tests as demanded by M/s WAPCOS Ltd. and is bound to rectify all the discrepancies pointed out by it.
31. The agency will have abide by the guidelines issued by Hon`ble National Green Tribunal as per OA 062 of 2021.

You are advised; to contact the SDO in charge of the work for taking the work in hand immediately.


Executive Engineer (B&R),
Zone-D, Municipal Corporation,
Ludhiana



WORK ORDER

To,

M/s Ram Kumar Bansal Contractor
MCL Contractor,
Ludhiana.G-33 No. OP /EEDDated : 18-11-2022

NIT-1/20-12-2021

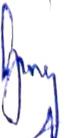
Tender ID: 2021_DLG_79285_1
NCAP Quota

Subject: Providing and Installation of Chain Link Fencing along Sidhwan Canal from Iohara bridge to Barewal Ludhiana

It is to inform you that Municipal Corporation Ludhiana has allotted the aforesaid work vide F&CC Reso. no 7047 dated 17-09-2022 in your favour, on the following terms and conditions and rates.

1. Estimate Amount : Rs. 6,20,27,993/-
2. Tender amount : Rs. 6,64,56,361/-
3. The quoted rates, terms and conditions are as under,
Overall above of 7.13% on Estimate Amount (Seven point one three % plus)
Above Amount :- 44,28,368/-
4. After the issuance of Work order, agency will have to start the work within 7 days.
Agency will execute the work proportionate to time limit of the work. Failing,
Subject to call deposit.
5. The work shall be executed strictly as mentioned in IRC/MORT & H and as per PWD (B&R) specifications. The terms & conditions shall be as prescribed in DNIT/Bidding Document of work, work order and MW-4 clauses of Municipal Corporation account code except clause No. 24 and will be part of the agreement.
6. Only Interlocking tiles/paver blocks BIS approved manufacturers and ISI marked will be used in all works. The compressive strength of paver block shall confirm to the table 3 of IS-15658-2006 and the water absorption test shall confirm to clause-6.2.4 and 7.3 and table 4 of IS-15658-2006.
7. Time limit for the completion of work 5 Months from the date of issue of Work Order.
8. All the necessary field and laboratory tests of the work and material to be used for the execution of work shall be under taken under the supervision of Engineer in charge of work and charges of all such tests shall be borne by the contractor.
9. You are requested to execute an agreement on the non judicial stamp paper within 7 days from the issue of the Work Order.
10. The contractor/ agency will have no right to claim for the R/bill & F/ Bill for the work done admitted in the account branch after approval of competent authority. The payments will be made subject to the availability of funds and however, no interest shall be paid for late payments.
11. DNIT shall be considered as part of agreement.
12. You are requested to provide VAT No., PAN No. and EPF No. of your firm.
13. Sales Tax, Income Tax, GST and any other Tax levied by the Govt. shall be deducted from the contractor's bill as per rules.
14. The overall lowest statement shall be made according to finally execute quantities and you are liable to accept it and payment will be made as per overall saving.
15. Estimate/Tender has been vetted by CE (LG) Vide Letter No. C.E-2022/45704 dated 16-11-2022.
16. All running payments shall be considered as advance payments to the contractors and any excess payment in running bills shall be recovered from the contractor's final bill.
17. In case of any dispute or disagreement arising out of contract agreement Commissioner, Municipal Corporation, Ludhiana shall be the Arbitrator, whose decision shall be final and binding upon both the parties.
18. Any defect found in Quality/Quantity shall be accountable towards the contractor during execution of the work.
19. The defect liability period will be one year for the date of completion.
20. The agency/ contractor shall obtain RMC only from standard computerized batching plant. The agency shall arrange cement for the work with test certificate of leading cement manufactures namely ACC, Shree cement, JK cement, JK Lakshmi cement, Gujrat Ambuja, JP cement, Ultra Tech cement of ISI mark. The proof of purchases shall be produced. The agency shall also submit the computerized mix design slip/weighing slip, compressive strength tests etc.
21. It is mandatory for the contractor to submit the job mix formula/ mix design formula and get it approved prior to start of work.


18/11/22



22. Any defect found in Quality/Quantity shall be accountable towards the contractor during execution of the work.
23. It shall be an essential items of this contract that in order to avoid frivolous claims, the party invoking arbitration shall specify the disputes based on facts and calculation stating the amount claimed under each claim and shall furnish a deposit at call for 10% of the amount claimed on a scheduled bank in the name of the Arbitrator by his official designation who shall keep the amount in deposit till the announcement of the award. In the event of an award in favour of the claimant the deposit shall be refunded to him in proportion to the amount awarded with respect to the amount claimed and the balance if any shall be forfeited and paid to the other party.
24. Original bills of bitumen purchased from the refineries duly approved by PWD (B&R)/ Local Govt. Department will have to be submitted certifying that the entire bitumen has been used for the work allotted to him by this work order.
25. The contractor or his authorized representative should always be available at the site of work to take instructions from the departmental officers and ensure proper execution of work. No work should be done in the absence of such authorized representative.
26. The contractor shall take all measures for the safety of traffic during construction and provide, erect and maintain such barricades including signs, markings, flags, lights and flagman as are necessary at either end of excavation/embankment and such intermediate points as directed by Engineer-in-charge for the proper identification of construction area. He shall be responsible for all damages and accidents caused due to negligence on his part. Nothing extra shall be payable on this account.
27. F&CC Vide Reso No. 6852 Dated 07-09-2022 has appointed M/s WAPCOS Ltd. Panchkula as Third Party Auditor for carrying out technical and financial audit of the works under the NCAP/15th Finance Commission/Smart City Ludhiana.
28. The contractor/ agency is bound to carry out the work strictly as per the guidelines issued by PMIDC from time to time.
29. The final bill payment will be made only after the necessary final audit done by Chief Engineer (Local Govt.) and Third Party Audit of M/s WAPCOS appointed by F&CC Vide Reso No. 6852 Dated 07-09-2022 for NCAP/15th Finance Commission/Smart City Ludhiana funded development works.
30. The work will be carried out to the satisfaction of 3rd party i.e. M/s WAPCOS Ltd. Panchkula appointed by F&CC for technical inspection of work. Agency will carry out all mandatory tests required as per IS code of respective items & all the tests as demanded by M/s WAPCOS Ltd. and is bound to rectify all the discrepancies pointed out by it.
31. The agency will have to abide by the guidelines issued by Hon'ble National Green Tribunal as per OA 062 of 2021.
32. Any type of C&D Waste generated from site will be disposed of only at the site earmarked by MC Ludhiana.
33. As per NOC issued by Superintending Engineer, Sidwan Canal Circle Ludhiana vide letter no. 2973-75/1- L.H.D dated 13-10-2022 the following conditions are strictly to be adhered.
 - a) The ownership of Land will remain with Water Resources Department, Punjab.
 - b) Deattachable fencing should be provided at 7 feet away from the edge of Canal. A Provision of Operatable Gates of 20 feet should be made for movement of JCB., Tipper Tractor Trolley etc. For executing the Repair/cleaning of Sidhwan Branch.
 - c) No permanent structure or any structure which will cause hindrance to the movement of machinery be erected on the Left side of Sidhwan Branch.
 - d) If there is any hindrance to the movement of machinery during execution of work, the same will be got dismantled for execution of work to prevent any mishap.
 - e) It must be ensured by the Municipal Corporation Ludhiana that no polluted material is thrown into Sidhwan Canal during the execution of work.
 - f) The field staff/officers of Water Resources Department must have liberty to check the Sidhwan Canal at any time.
 - g) If NOC from any other Department is required then it will be obtained by MC Ludhiana at his own level before taking up of the work.

You are advised; to contact the SDO in charge of the work for taking the work in hand immediately.

sd-
Executive Engineer (B&R),
Zone-D, Municipal Corporation,
Ludhiana

Endst. No..... Dated.....

A copy of above is forwarded to :-

- 1) Superintending Engineer TIC Branch for information please
- 2) M/s WAPCOS (Third Party Auditor) for information and necessary action in this regard please
- 3) Concerned SDO for further necessary action please.

Executive Engineer (B&R),
Zone-D, Municipal Corporation,
Ludhiana

sd-

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OFFICE OF THE EXECUTIVE ENGINEER (B&R)
ZONE- D, MUNICIPAL CORPORATION LUDHIANA

WORK ORDER

To,

M/s The Dynamic Co-op L/C Society Ltd.
MCL Contractor,
Ludhiana.

Revised
Work order

G-33 No. 13 /EED

Dated 06/03/2023

NIT - 25/06-12-2022
Tender ID: 2022_DLG_92164_25
NCAP/15th Finance Commission

Subject: Development of park in Panchsheel Vihar, Ward No 74.

It is to inform you that Municipal Corporation Ludhiana has allotted the aforesaid work, vide F&CC Reso. no 7467 dated 21-01-2023 in your favour, on the following terms and conditions and rates.

1. Vetted Estimate Amount : Rs. 45,78,000/-
2. Amount of Allotment of Work : Rs. 39,32,044/-
3. The quoted rates, terms and conditions are as under,
Less (-) 14.11 % on Estimate Amount (Fourteen point one one % Less)
4. After the issuance of Work order, agency will have to start the work within 7 days. Agency will execute the work proportionate to time limit of the work. Failing, which action will be initiated against your agency.
5. The work shall be executed strictly as mentioned in IRC/MORT & H and as per PWD (B&R) specifications. The terms & conditions shall be as prescribed in DNIT/Bidding Document of work, work order and MW-4 clauses of Municipal Corporation account code expect clause No. 24 and will be part of the agreement.
6. Only Interlocking tiles/paver blocks BIS approved manufacturers and ISI marked will be used in all works. The compressive strength of paver block shall confirm to the table 3 of IS-15658-2006 and the water absorption test shall confirm to clause - 6.2.4 and 7.3 and table 4 of IS-15658-2006.
7. Time limit for the completion of work **Six Months** from the date of issue of Work Order under (Registered Post).
8. The agency shall establish a fully equipped laboratory at site to perform the routine tests of work being executed at site. All the necessary field and laboratory tests of the work and material to be used for the execution of work shall be under taken under the supervision of Engineer in charge of work and charges of all such tests shall be borne by the contractor.
9. You are requested to execute an agreement on the non judicial stamp paper within 7 days from the issue of the Work Order.
10. The contractor/ agency will have no right to claim for the R/bill & F/ Bill for the work done admitted in the account branch after approval of competent authority. The payments will be made subject to the availability of funds and however, no interest shall be paid for late payments.
11. DNIT shall be considered as part of agreement.
12. You are requested to provide VAT No., PAN No. and EPF No. of your firm.
13. Sales Tax, Income Tax, GST and any other Tax levied by the Govt. shall be deducted from the contractor's bill as per rules.
14. The overall lowest statement shall be made according to finally execute quantities and you are liable to accept it and payment will be made as per overall saving.
15. All running payments shall be considered as advance payments to the contractors and any excess payment in running bills shall be recovered from the contractor's final bill.
16. In case of any dispute or disagreement arising out of contract agreement Commissioner, Municipal Corporation, Ludhiana shall be the Arbitrator, whose decision shall be final and binding upon both the parties.
17. 10% security will be deducted from the every running/final bill of the agency.
18. Any defect found in Quality/Quantity shall be accountable towards the agency during execution of the work and upto defect liability period, which will be one year from the date of completion and the security deducted will be released only after one year from the date of completion of work.
19. All items will be paid as per CSR items & NS items if any will be paid as approved by the department and field staff will ensure for the execution and to make payment strictly as per CSR & its amendments. Substandard materials will be rejected and shall not be payable.

bjng

20. The agency will have to abide by the guidelines issued by Hon'ble National Green Tribunal (NGT) as per OA 062 of 2021 and field staff JE/SDO will ensure the compliance.
21. Any type of C&D waste generated from site will be disposed off only at the site earmarked by MC Ludhiana (As per WCC Order Letter No, 137/PS Dated 13-01-2023). This office order will be abided in letter and spirit by the field staff JE/SDO.
22. The agency/ contractor shall obtain RMC only from standard computerized batching plant. The agency shall arrange cement for the work with test certificate of leading cement manufactures namely ACC, Shree cement, JK cement, JK Lakshmi cement, Gujrat Ambuja, JP cement, Ultra Tech cement of ISI mark. The proof of purchases shall be produced. The agency shall also submit the computerized mix design slip/weighing slip, compressive strength tests etc.
23. It is mandatory for the contractor to submit the job mix formula/ mix design formula and get it approved prior to start of work.
24. Any defect found in Quality/Quantity shall be accountable towards the contractor during execution of the work.
25. It shall be an essential items of this contract that in order to avoid frivolous claims, the party invoking arbitration shall specify the disputes based on facts and calculation stating the amount claimed under each claim and shall furnish a deposit at call for 10% of the amount claimed on a scheduled bank in the name of the Arbitrator by his official designation who shall keep the amount in deposit till the announcement of the award. In the event of an award in favour of the claimant the deposit shall be refunded to him in proportion to the amount awarded with respect to the amount claimed and the balance if any shall be forfeited and paid to the other party.
26. All Government contracts/agreements/tenders/general conditions of contract (GCC) which are related to arbitration clauses must expressly and clearly bar grant of pendente lite interest in the agreement itself, in terms of Section 31(7) of the 1996 Act.
27. Original bills of bitumen purchased from the refineries duly approved by PWD (B&R)/ Local Govt. Department will have to be submitted certifying that the entire bitumen has been used for the work allotted to him by this work order.
28. The contractor or his authorized representative should always be available at the site of work to take instructions from the departmental officers and ensure proper execution of work. No work should be done in the absence of such authorized representative.
29. The contractor shall take all measures for the safety of traffic during construction and provide, erect and maintain such barricades including signs, markings, flags, lights and flagman as are necessary at either end of excavation/embankment and such intermediate points as directed by Engineer-in-charge for the proper identification of construction area. He shall be responsible for all damages and accidents caused due to negligence on his part. Nothing extra shall be payable on this account.
30. The contractor/ agency is bound to carry out the work strictly as per the guidelines issued by PMIDC from time to time.
31. The work will be carried out to the satisfaction of 3rd party appointed by F&CC for technical inspection of work. Agency will carry out all mandatory tests required as per IS code of respective items & all the tests as demanded by 3rd party and is bound to rectify all the discrepancies pointed out by it.

You are advised; to contact the SDO in charge of the work for taking the work in hand immediately.

dc

Executive Engineer (B&R),
Zone-D, Municipal Corporation,
Ludhiana

Endst. No.....

Dated.....

A copy of above is forwarded to :-

- 1) Superintending Engineer, TIC for information please
- 2) Third party WAPCOS Ltd for information please.
- 3) Concerned SDO for further necessary action please.

dc

Executive Engineer (B&R),
Zone-D, Municipal Corporation,
Ludhiana

gng

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OFFICE OF THE EXECUTIVE ENGINEER (B&R)
ZONE- D, MUNICIPAL CORPORATION LUDHIANA

WORK ORDER

To,

M/s CH Builders.
MCL Contractor,
Ludhiana.

G-33 No. 14 /EED

Dated 06/03/2023

NIT - 23/06-12-2022
Tender ID: 2022_DLG_92164_23
NCAP/15th Finance Commission

Subject: Restoration of road along Budha Nallah from Chander Nagar Pulli to Railway line Kundan Puri, Ludhiana .

It is to inform you that Municipal Corporation Ludhiana has allotted the aforesaid work, vide F&CC Reso. no 7462 dated 21-01-2023 in your favour, on the following terms and conditions and rates.

1. Vetted Estimate Amount : Rs. 99,88,000/-
2. Amount of Allotment of Work : Rs. 81,13,740/-
3. The quoted rates, terms and conditions are as under,
Less (-) 18.70 % on Estimate Amount (Eighteen point seven zero % Less)
4. After the issuance of Work order, agency will have to start the work within 7 days. Agency will execute the work proportionate to time limit of the work. Failing, which action will be initiated against your agency.
5. The work shall be executed strictly as mentioned in IRC/MORT & H and as per PWD (B&R) specifications. The terms & conditions shall be as prescribed in DNIT/Bidding Document of work, work order and MW-4 clauses of Municipal Corporation account code expect clause No. 24 and will be part of the agreement.
6. Only Interlocking tiles/paver blocks BIS approved manufacturers and ISI marked will be used in all works. The compressive strength of paver block shall confirm to the table 3 of IS-15658-2006 and the water absorption test shall confirm to clause - 6.2.4 and 7.3 and table 4 of IS-15658-2006.
7. Time limit for the completion of work **Three Months** from the date of issue of Work Order under (Registered Post).
8. The agency shall establish a fully equipped laboratory at site to perform the routine tests of work being executed at site. All the necessary field and laboratory tests of the work and material to be used for the execution of work shall be under taken under the supervision of Engineer in charge of work and charges of all such tests shall be borne by the contractor.
9. You are requested to execute an agreement on the non judicial stamp paper within 7 days from the issue of the Work Order.
10. The contractor/ agency will have no right to claim for the R/bill & F/ Bill for the work done admitted in the account branch after approval of competent authority. The payments will be made subject to the availability of funds and however, no interest shall be paid for late payments.
11. DNIT shall be considered as part of agreement.
12. You are requested to provide VAT No., PAN No. and EPF No. of your firm.
13. Sales Tax, Income Tax, GST and any other Tax levied by the Govt. shall be deducted from the contractor's bill as per rules.
14. The overall lowest statement shall be made according to finally execute quantities and you are liable to accept it and payment will be made as per overall saving.
15. All running payments shall be considered as advance payments to the contractors and any excess payment in running bills shall be recovered from the contractor's final bill.
16. In case of any dispute or disagreement arising out of contract agreement Commissioner, Municipal Corporation, Ludhiana shall be the Arbitrator, whose decision shall be final and binding upon both the parties.
17. 10% security will be deducted from the every running/final bill of the agency.
18. Estimate/Tender has been vetted by CE (LG) Vide Letter No. C.E-2023/10223 dated 06/03/23
19. Any defect found in Quality/Quantity shall be accountable towards the agency during execution of the work and upto defect liability period, which will be one year from the date of completion and the security deducted will be released only after one year from the date of completion of work.
20. All items will be paid as per CSR items & NS items if any will be paid as approved by the department and field staff will ensure for the execution and to make payment strictly as per CSR & its amendments. Substandard materials will be rejected and shall not be payable

21. The agency will have to abide by the guidelines issued by Hon'ble National Green Tribunal (NGT) as per OA 062 of 2021 and field staff JE/SDO will ensure the compliance.
22. Any type of C&D waste generated from site will be disposed off only at the site earmarked by MC Ludhiana (As per WCC Order Letter No, 137/PS Dated 13-01-2023). This office order will be abided in letter and spirit by the field staff JE/SDO.
23. The agency/ contractor shall obtain RMC only from standard computerized batching plant. The agency shall arrange cement for the work with test certificate of leading cement manufactures namely ACC, Shree cement, JK cement, JK Lakshmi cement, Gujrat Ambuja, JP cement, Ultra Tech cement of ISI mark. The proof of purchases shall be produced. The agency shall also submit the computerized mix design slip/weighting slip, compressive strength tests etc.
24. It is mandatory for the contractor to submit the job mix formula/ mix design formula and get it approved prior to start of work.
25. Any defect found in Quality/Quantity shall be accountable towards the contractor during execution of the work.
26. It shall be an essential items of this contract that in order to avoid frivolous claims, the party invoking arbitration shall specify the disputes based on facts and calculation stating the amount claimed under each claim and shall furnish a deposit at call for 10% of the amount claimed on a scheduled bank in the name of the Arbitrator by his official designation who shall keep the amount in deposit till the announcement of the award. In the event of an award in favour of the claimant the deposit shall be refunded to him in proportion to the amount awarded with respect to the amount claimed and the balance if any shall be forfeited and paid to the other party.
27. All Government contracts/agreements/tenders/general conditions of contract (GCC) which are related to arbitration clauses must expressly and clearly bar grant of pendent lite interest in the agreement itself, in terms of Section 31(7) of the 1996 Act.
28. Original bills of bitumen purchased from the refineries duly approved by PWD (B&R)/ Local Govt. Department will have to be submitted certifying that the entire bitumen has been used for the work allotted to him by this work order.
29. The contractor or his authorized representative should always be available at the site of work to take instructions from the departmental officers and ensure proper execution of work. No work should be done in the absence of such authorized representative.
30. The contractor shall take all measures for the safety of traffic during construction and provide, erect and maintain such barricades including signs, markings, flags, lights and flagman as are necessary at either end of excavation/embankment and such intermediate points as directed by Engineer-in-charge for the proper identification of construction area. He shall be responsible for all damages and accidents caused due to negligence on his part. Nothing extra shall be payable on this account.
31. The contractor/ agency is bound to carry out the work strictly as per the guidelines issued by PMIDC from time to time.
32. The work will be carried out to the satisfaction of 3rd party appointed by F&CC for technical inspection of work. Agency will carry out all mandatory tests required as per IS code of respective items & all the tests as demanded by 3rd party and is bound to rectify all the discrepancies pointed out by it.

You are advised, to contact the SDO in charge of the work for taking the work in hand immediately.

o/e

[Signature]
Executive Engineer (B&R),
Zone-D, Municipal Corporation,
Ludhiana

Endst. No

Dated..

- A copy of above is forwarded to
- 1) Superintending Engineer, TIC for information please
 - 2) Third party WAPCOS Ltd for information please
 - 3) Concerned SDO for further necessary action please

*Received
Tgtd*

o/e

[Signature]
Executive Engineer (B&R),
Zone-D, Municipal Corporation,
Ludhiana

[Signature]

No. 75/EXE/D.....

Date ..08/09/2023...

Sub: In respect of original application No. 62/2021 of Hon'ble National Green Tribunal, Principal Bench, New Delhi.

In accordance with the directions issued by the Hon'ble National Green Tribunal and EXE no. 609/2021 in the Court of Hon'ble Civil Judge (Sr. Division) Ludhiana, the detail of removal of interlocking tiles/concrete in 1 meter radius of trees in different areas/ zones of Municipal Corporation Ludhiana till 31-08-2023 is as below.

Sr. No.	Zone	Compliance made (No. of trees)
1.	Zone A	469
2.	Zone B	2104
3.	Zone C	865
4.	Zone D	4618
	Total	8056


819123
Executive Engineer
Municipal Corporation
LUDHIANA