

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL

PRINCIPAL BENCH, NEW DELHI

ORIGINAL APPLICATION NO. 293/2023

IN THE MATTERS OF:

YOGESH MAINI & ANR.

.....APPLICANT

VERSUS

STATE OF PUNJAB & OTHERS

.....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. 2.

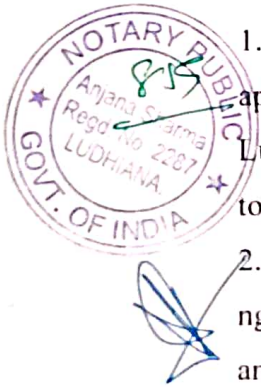
2. That this Hon'ble Tribunal vide order dated 16.01.2024 had directed:-

1. Learned counsel for respondent no.2 seeks exemption from personal appearance of the officer duly authorized by the Commissioner, MC Ludhiana as directed vide order dated 12.10.2023 and also seeks more time to file its reply in compliance of order dated 12.09.2023.

2. Reply be filed by respondent no. 2 within two weeks 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 in relation to perforated tiles, it is submitted that taking into consideration special needs of old-aged, infirm, weak and children while walking in parks on footpaths, provision of perforated tiles has not been provided for the larger interest of the citizens. It is further submitted that perforated tiles have holes in it and it is very difficult to walk over it. However, It is further submitted that in large parks respondent has fixed perforated tiles where ever required. The Parks where 5% of area has been covered with perforated tiles are Sidhwan Canal Water front on Ishmeet

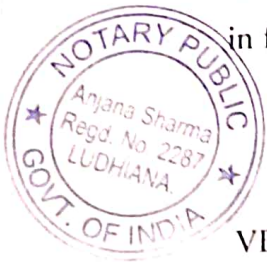
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Singh Road, Leisure Valley adjoining Municipal Corporation Office Zone D, Green Belt from Dugri Chowk to Railways Lines, Mini Rose Garden.

4. That in compliance with the earlier directions, passed by Hon'ble National Green Tribunal in OA 062/2021, no interlocking tile is fixed around in 1meter radius of tree. 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. (ANNEXURE 1) It is also submitted that compliance report with regarding to removal of interlocking tiles around in 1meter radius is submitted every month before Hon'ble Civil Judge (Senior Division), Ludhiana in EXE No. 609/2021. Copy Compliance report is already herewith as ANNEXURE 2. (Already annexed in previous ATR as Annexure 4).
5. That it is submitted that depending upon the topography, road width and drainage slope, the level of inter-locking tiles are maintained vis-a vis black top surface area for proper drainage of storm water. It is further submitted that respondent no.2 issued a letter to applicant vide letter no. 04/SE(D)B&R dated 12.04.2024. to provide the list of some of the locations where interlocking tiles have been fixed along road side above road levels during last three months, but no response has been received so far from the applicant.
6. That it is further submitted that Municipal Corporation is duly aware of protecting the environment and every possible effort is made for planting the trees. It is submitted that approximately 30218 trees have been planted in financial year 2023-24.


DEPONENT




VERIFICATION

Verified that the affidavit has been read over & explained to the deponent who signed directly under the seal at some at the time of the deposition.

Verified at Ludhiana of the 26th day of April 2024 that the contents of the above Affidavit are true upon the information derived from the Official record and correct to my best of Knowledge. No Part of it is false and nothing material has been concealed there from.


DEPONENT

ATTESTED AS IDENTIFIED


Notary Public, Ludhiana (P.U.)

97
OFFICE OF THE EXECUTIVE ENGINEER (B&R)
ZONE - D, MUNICIPAL CORPORATION LUDHIANA

Annexure - I

WORK ORDER

To: M/s Ghangasa Co-op Labour and Const Society Ltd
MCL Contractor,
Ludhiana

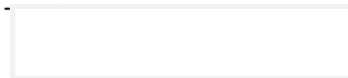
G-33 No. 02 /EED

Dated: 21/09/2022

Tender ID: 2021_DLG_70223_48
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)
4 Saving Amount :- 2,24,485/-
5 After the issuance of Work order, agency will have to start the work within 7 days.
6 Agency will execute the work proportionate to time limit of the work. Failing,
7 Subject to call deposit.
8 The work shall be executed strictly as mentioned in IRC/MORT & H and as per PWD
9 (B&R) specifications. The terms & conditions shall be as prescribed in DNIT/Bidding
10 Document of work, work order and MW-4 clauses of Municipal Corporation account code
11 except clause No. 24 and will be part of the agreement.
12 Only Interlocking tiles/paver blocks BIS approved manufacturers and ISI marked will be
13 used in all works. The compressive strength of paver block shall confirm to the table 3 of
14 IS-15658-2006 and the water absorption test shall confirm to clause-6.2.4 and 7.3 and
15 table 4 of IS-15658-2006.
16 Time limit for the completion of work **Three Months** from the date of issue of Work
17 Order.
18 All the necessary field and laboratory tests of the work and material to be used for the
19 execution of work shall be under taken under the supervision of Engineer in charge of
20 work and charges of all such tests shall be borne by the contractor.
21 You are requested to execute an agreement on the non judicial stamp paper within 7
days from the issue of the Work Order.
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.
DNIT shall be considered as part of agreement.
You are requested to provide VAT No., PAN No. and EPF No. of your firm.
Sales Tax, Income Tax, GST and any other Tax levied by the Govt. shall be deducted
from the contractor's bill as per rules.
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.
Estimate/Tender has been vetted by CE (LG) V/ke Letter No. C.E-2022/ _____
dated _____
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.
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
Any defect found in Quality/Quantity shall be accountable towards the contractor during
execution of the work.
The defect liability period will be one year for the date of completion.
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 manufacturers 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.
It is mandatory for the contractor to submit the job mix formula/ mix design formula and
get it approved prior to start of work

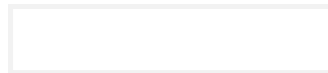


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- 22 Any defect found in Quality/Quantity shall be accountable towards the contractor during execution of the work.
- 23 It shall be an essential items of this contract that in order to avoid frivolous claims, the party invoking arbitration shall specify 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 PMDC 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 /EED


Dated: 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. 6,64,56,381/-
- 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,
5 Subject to call deposit.
The work shall be executed strictly as mentioned in IRC/MORT & H and as per PYWD (B&R) specifications. The terms & conditions shall be as prescribed in DNIT/Bidding Document of work, work order and MV-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 conform to the table 3 of IS-15658-2006 and the water absorption test shall conform to clause-6.2.4 and 7.3 and table 4 of IS-15658-2006.
- 7 Time limit for the completion of work 15 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 PMDC 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 082 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.
- The ownership of Land will remain with Water Resources Department, Punjab.
 - 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.
 - No permanent structure or any structure which will cause hindrance to the movement of
 machinery be erected on the Left side of Sidhwan Branch.
 - 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.
 - It must be ensured by the Municipal Corporation Ludhiana that no polluted material is
 thrown into Sidhwan Canal during the execution of work.
 - The field staff/officers of Water Resources Department must have liberty to check the
 Sidhwan Canal at any time.
 - 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

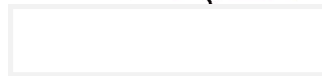
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Dated.....

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.

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



Sd/-

101

WORK ORDER

To,

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

*Recd
MCL*

G-33 No. 13 /EED

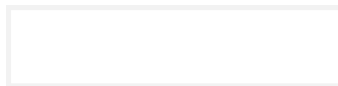
Dated 06/07/2023

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 Velled 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,
- 4 Less (-) 14.11 % on Estimate Amount (Fourteen point one one % Less)
- 5 After the issuance of Work order, agency will have to start the work within 7 days.
- 6 Agency will execute the work proportionate to time limit of the work. Failing, which action will be initiated against your agency.
- 7 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.
- 8 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-15658-2008 and the water absorption test shall confirm to clause - 6.2.4 and 7.3 and table 4 of IS-15658-2008.
- 9 Time limit for the completion of work Six Months from the date of issue of Work Order under (Registered Post).
- 10 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.
- 11 You are requested to execute an agreement on the non judicial stamp paper within 7 days from the issue of the Work Order.
- 12 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.
- 13 DNIT shall be considered as part of agreement.
- 14 You are requested to provide VAT No., PAN No. and EPF No. of your firm.
- 15 Sales Tax, Income Tax, GST and any other Tax levied by the Govt. shall be deducted from the contractor's bill as per rules.
- 16 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.
- 17 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.
- 18 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.
- 19 10% security will be deducted from the every running/final bill of the agency.
- 20 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.
- 21 All items will be paid as per CBR 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 CBR & its amendments. Substandard materials will be rejected and shall not be payable.



Signature

20. The agency will have to abide by the **102** guidelines issued by Hon'ble National Green Tribunal (NGT) as per OA 002 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/PB 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 PMDC 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 making 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



[Handwritten signature]

103

WORK ORDER

To,

M/s CH Builders
MCL Contractor,
Ludhiana

G-33 No. 14 /EED

Dated 06/03/2023

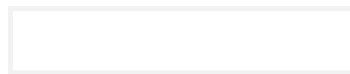
NIT - 23/06-12-2022

Tender ID: 2022_DLG_92164_23
NCAP/16th 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 7482 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,
- 4 Less (-) 18.70 % on Estimate Amount (Eighteen point seven zero % Less)
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-15658-2008 and the water absorption test shall confirm to clause - 6.2.4 and 7.3 and table 4 of IS-15658-2008.
- 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/ 16225 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.



[Handwritten signature]

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/PB 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 Laxsmi 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 pendente 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/c


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

Encl: No


Dated

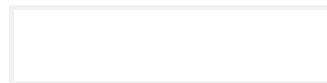
A copy of above is forwarded to

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

Recd
T-3

o/c


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



No. 75/452/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