

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
ORIGINAL APPLICATION No. 861 OF 2022

IN THE MATTER OF:

KULDEEP SINGH KHAIRA & ORS.

VERSUS

STATE OF PUNJAB & ORS

...APPLICANT

...RESPONDENT

INDEX

S. No.	Particulars	Page No.
1.	REPLY ON BEHALF OF MUNICIPAL CORPORATION, LUDHIANA IN COMPLIANCE OF ORDER DATED 14.05.2024.	
2.	ANNEXURE R1 Photographs of temporary garbage collection site near Sidhwan Canal & operational Transfer Stations at Dugri Bridge & Pratap Chowk	
3.	ANNEXURE R2 Copy of the work order dated 15.02.2024.	

Filed Through

naginder benipal

NAGINDER BENIPAL

ADVOCATE

D/1625/2009

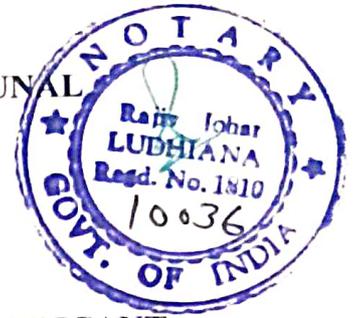
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E-358, LGF, GREATER KAILASH-1,

NEW DELHI-110048

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KULDEEP SINGH KHAIRA & ORS.

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REPLY ON BEHALF OF MUNICIPAL CORPORATION, LUDHIANA IN
COMPLIANCE OF ORDER DATED 14.05.2024.

IT IS MOST RESPECTFULLY SHOWETH:

1. That I, Sandeep Rishi working as Commissioner, Municipal Corporation Ludhiana is filing this reply on behalf of Municipal Corporation, Ludhiana, Punjab.
2. The grievance of the applicant concerns the Sidhwan Canal passing through Ludhiana, which is claimed to be highly polluted due to the dumping of plastic bags, polyester clothes waste, and other non-biodegradable materials. The applicant has also submitted that there is substantial encroachment on its sides, but no action has been taken by the Irrigation Department of Punjab or any other authorities.
3. It is submitted that the Municipal Corporation of Ludhiana is fully committed to complying with the provisions of the Solid Waste Management Rules, 2016, and the protection and conservation of the environment. It is also submitted that the Municipal Corporation of Ludhiana is striving hard, with all efforts, to ensure that problems related to the management of solid waste are sorted out at the earliest in a time-bound manner.
4. It is submitted that the process of removing all the secondary dump sites and installing of compactor transfer stations has been completed and the earlier

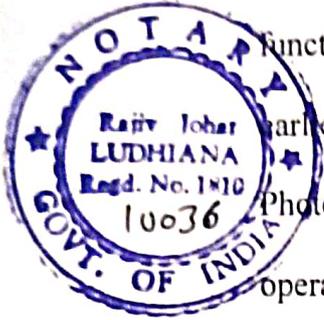
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existing temporary garbage collection on Gill Road near Sidhwan Canal has been permanently closed.

5. That for scientific disposal and processing of solid waste of the area of Sidhwan Canal, it was decided to collect and process the solid waste of the said area at two different nearby Compactor Transfer Stations situated at Dugri Bridge and Partap Chowk near Sangeet Cinema which are fully functional and it has been ensured that no garbage is thrown or collected at earlier temporary garbage collection points as mentioned in complaint. Photographs of temporary garbage collection site near Sidhwan Canal & operational Transfer Stations at Dugri Bridge & Pratap Chowk are annexed herewith as **ANNEXURE R1**.

6. That Municipal Corporation, Ludhiana, in order to remove the temporary encroachments on the banks of Sidhwan Canal, is developing green belt from Dhuri Line to Gill Road along Sidhwan Canal. It is submitted that work order qua the same had already been issued vide order dated 15.02.2024 and work is under progress. Copy of the work order dated 15.02.2024 is annexed herewith as **ANNEXURE R2**. Moreover, it is pertinent to mention that Municipal Corporation, Ludhiana conducted two special drives to remove encroachments on 22/04/2024 and 06/05/2024 and will continue to conduct these dedicated drives in near future.

7. The Municipal Corporation of Ludhiana has always been diligent and is committed to complying with the provisions of the Solid Waste Management Rules, 2016, and the protection and conservation of the environment and has taken every precaution to safeguard the canal from pollution. It is also submitted that all necessary steps are being taken by the applicant to maintain the scientific management of waste being produced. It is also submitted that



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the Municipal Corporation of Ludhiana has always complied with the orders and directions issued by the Hon'ble Supreme Court and the Hon'ble Tribunal



[Signature]
DEPONENT

Commissioner
Municipal Corporation
Ludhiana

VERIFICATION

Verified at Ludhiana of the 28th day of June, 2024 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.

[Signature]
DEPONENT

Commissioner
Municipal Corporation
Ludhiana

I know the deponent & *He/She*
signed in my presence.
DATE: 28-06-2024
PLACE: Ludhiana

Vainder Singh
MC Secy
UID No.
8546 21182408

Certified that the affidavit/S.P.A./GPA has been read over and explained to the deponent executant who seemed directly to understand the same at the time making thereof.

Assisted as Identified
[Signature]
Notary Public
Ludhiana (Distt. Pb)

9 JUN 2024



27-Jun-2024 13:50:01















WORK ORDER

Glisten
Ludhiana

G-33 No. 116 /EEC

Dated 15/02/2024

Subject: Development of Green Belt Dhuri Line to Gill Bridge along Sidhwan Canal.

It is to inform you that Municipal Corporation Ludhiana has allotted the afore said work by TAC vide Resolution No. 1452, dt 22.12.2023 in your favour, agency is requested to execute an agreement on the non judicial stamp paper within 3 days on the following terms and conditions & rates.

1. Estimate Amount : Rs. 137.66 Lacs Only
2. Amount of Allotment : Rs. 95.09 Lacs Only
3. Overall saving:- 30.92% (Thirty point Nine Two Percent only)
4. Time limit for the completion of work will be 06 months from the date of issuance of Work Order.
5. After the issuance of Work order, agency will have to start the work within 7 days & will execute the work proportionate to time limit of the work. Failing, which penal action will be initiated against the agency.
6. Contractor will be bound to execute the work as well as to adhere the guidelines issued by the Punjab Govt/Dept of Local Govt Punjab for MDF.
7. DNIT shall be considered as part of agreement.
8. The agency is bound to submit bank guarantee (5% of the tender amount) within 7 days after issuing of work order, failing which leads to cancellation of work order without assigning any reason & notice. The agency has no right to claim any kind in this regard.
9. The work shall be executed strictly in accordance with the provision contained in the form MW-5 and as per PWD (B&R) specifications/MORTH specifications/as per agreement. The terms & conditions shall be as prescribed in DNIT of work, work order and MW-5 clauses of Municipal Corporation account code expect clause No.24 will be part of the agreement.
10. "Steel reinforcement where ever required should be confirming to Specification requirements as per MORTH specification class 1009 and IS-1786-2008, FE 500 grade and should be of SAIL, TISCO(TATA),RINL,FORTUNE GROUP or JINDAL make.
11. Agency is to lay the RMC from any standard companies computerized Batching plant only, proof of purchase is to be produced and also to submit the computerized mix design slip/weighing slip, compressive strength tests.
12. The agency must have his own Core Cutter Machine for extraction of cores from the running work for sample Checking. Agency must have his own quality control laboratory equipped with requisite instruments and technical staff for conducting field tests. All the necessary field and laboratory tests of the work and material to be used for the execution of work shall be under taken and charges of all such tests shall be borne by the agency.
13. The 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 will be paid for late payments due to any reason.
14. GST/ VAT No,PAN No & EPF No. is to provided by the agency.
15. Estimate/Tender has been vetted by Chief Engineer (LG) vide letter no. CE-2023/68373 dt 11.12.2023.
16. Sales Tax, Income Tax and any other Tax levied by the Govt. shall be deducted from the agency 's bill as per rules.
17. If any other type of tax exists/imposed by the Govt., the same will be borne by the agency.

18. Royalty at the prevalent rates and all other incidental expenditure shall have to be paid by the agency on all the boulder, metal, shingle, earth, sand, bajri etc. collected for the execution of work direct to the concerned Revenue Authority of the State or Central Govt. agency's rates are deemed to include all such expenditure and nothing extra shall be paid.
19. For the supply items the Goods bearing the ISI mark or the approval make will be the min. standard and F.O.R. shall be at MCL.
20. 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.
21. 10% security will be deducted from every bill of the agency.
22. Any defect found in Quality/Quantity shall be accountable towards the contractor 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 as per directions issued by the depart of Local Govt Punjab for MDF.
23. All items will be paid as per CSR items & NS items if any will paid as approved by the department and field staff will ensured for the execution and to make payment strictly as per CSR & its amendments. Substandard materials will be rejected and shall not be payable.
24. The overall lowest statement shall be made according to finally execute quantities and agency is liable to accept it and payment will be made as per overall saving.
25. The final payment will be made to the agency on the basis of over all lowest statement as worked out in the final stage. All running payments shall be considered as advance payments to the agency and any excess payment in running bills shall be recovered from the agency 's final bill.
26. Videography of work before doing the work and after completion will be uploaded on the website of M.C Ludhiana.
27. Agency will ensure to raise manholes, removal of malba & proper fixing of road gullies with cover frame on completion of work and field staff will ensure all this before submitting final bill.
28. As per direction by hon'ble Supreme court of India in CWP No.318 of 2006 dated 18-01-2010 All contracts with Government shall require registration of workers under the Act & Extension of benefit to such workers under the act regulation of employments and condition 1996 and agency has to get licence from Labour Department.
29. The agency should arrange cement for the work with test certificate of leading cement manufactured namely ACC, Shree Cement, J.K. Cement, J.K. Lakshmi Cement, Gujrat Ambuja, J.P. Cement, Ultra Tech Cement of ISI mark and proof of purchase is to be produced.
30. The agency will carry out the work in the declared area only as marked by building branch of MC Ludhiana and as instructed by SDO incharge.
31. The agency 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.
32. Any material left at site one month after completion of work shall become the property of department and no payment shall be made to the agency for the material.
33. If there are varying or conflicting provision made in any documents forming part of the contract, the accepting authority shall be the deciding authority with regard to the interpretation of the document and his decisions shall be final and binding on the agency.
34. 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 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 pre portion to the amount awarded with respect to the amount claimed and the balance if any shall be forfeited and paid to other party.
35. The agency 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

- 154
- construction area. Agency shall be responsible for all damages and accidents caused due to negligence on his part. Nothing extra shall be payable on this account.
36. The temporary warning lamps shall be installed at the barricades during the hours of darkness and kept lit all times during these hours.
37. In pursuance to clause no. 42.1 of GCC; the rates quoted by the agency shall be deemed to be inclusive of all taxes/GST. Nothing extra will be paid on this account.
38. The agency will have to abide by the guidelines issued by Hon'ble National Green Tribunal as per OA 062 of 2021. The agency is bound that tiles/concrete in radius of 1 mtr around trees not to be laid.
39. Any type of C&D waste generated from site will be disposed off only at the site earmarked by MC Ludhiana (As per W/CC order dt 137/PS, dt 13.01.2023)

The agency is advised to; contact the SDO in charge of the work before taking the work in hand.

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

No..... Date.....

Copy to:-

1. SE(TIC) for information PI.
2. SE(C) for information PI.
3. SDO ZC for immediate n.a PI.


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