

BEFORE THE NATIONAL GREEN TRIBUNAL PRINCIPAL BENCH,
NEW DELHI

Original Application No. 316/2026

IN THE MATTER OF:

Kuljinder singh

...Applicants

Versus

Union of India & Ors.

...Respondents

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RESPONDENTS No.3 to 9

THROUGH



SIDDHANT SHARMA & SHEENU PRIYA,

2119

ADVOCATES,
Off: 24 LGF, FIROZ GANDHI,
ROAD, LAJPAT NAGAR-III,
NEW DELHI-110024,
M:- 8376982005.

DATED: 21.05.2026

PLACE: NEW DELHI

BEFORE THE NATIONAL GREEN TRIBUNAL PRINCIPAL BENCH,**NEW DELHI****ORIGINAL APPLICATION NO. 316/2026****IN THE MATTER OF:**

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REPLY ON BEHALF OF RESPONDENT NO. 3 TO 9**MOST RESPECTFULLY SHOWETH:**

1. That the present Original Application (OA No. 316/2026) is pending adjudication before this Hon'ble Tribunal and is fixed for hearing on 26.05.2026. The present reply is filed on behalf of the Respondent Nos. 3 to 9, being the State of Punjab and its concerned Departments.
2. That at the outset, all the allegations, averments, insinuations and characterisations contained in the present application are wrong, false, misleading, frivolous, vexatious and based on incorrect and selective reading of facts. The same are hereby denied in their entirety unless specifically and expressly admitted herein. The present application is an attempt to obstruct urgent, essential and bona fide flood-management activities of the State, which are being carried out in strict compliance with applicable law and the directions of this Hon'ble Tribunal.
3. That the present Original Application is filed by the Applicant challenging the tender notices issued by the Water Resources Department, Government

of Punjab, in April 2026, for desilting activities. The Applicant has sought the following reliefs:

- a. Quashing and setting aside of the impugned tender/auction notices issued in April 2026; and
 - b. A direction to immediately cease all desilting/mining activities pursuant to the impugned tender notices.
4. That the present application is misconceived, premature, factually incorrect and devoid of legal merit for the reasons set out hereinbelow.
5. That the unprecedented floods of August-September 2025, triggered by total monsoon rainfall of 622.1 mm (41% above normal) and exceptionally high inflows from the Sutlej, Beas, Ravi, and Ghaggar river systems — surpassing even the 1988 flood levels caused extensive and widespread damage to the infrastructure of the Water Resources Department of Punjab. The floods resulted in severe breaches in river embankments, particularly along the Ravi, and caused catastrophic damage to critical hydraulic structures including the Madhopur Headworks, irrigation canals, head regulators, drainage infrastructure, barrages, and river training works. Out of the total irrigated area of 98,714.43 Ha in flood-affected zones, as much as 86,016.43 Ha was adversely impacted, with the districts of Gurdaspur, Amritsar, Ludhiana, Kapurthala, Ferozepur, Pathankot, and Tarn Taran recording the most significant damages. Siltation was reported over 36,572.62 Ha of agricultural land, further jeopardising farm productivity and rural livelihoods. The total damage has been assessed at ₹8,227.71 crore. The Joint Secretary, Ministry of Home Affairs, Government of India, vide letter no. 21-05/2025-NDM-I dated 16.09.2025, has categorically classified the floods during monsoon 2025 in Punjab as a disaster of "severe nature" for all practical purposes. The copy of the same is annexed as **Annexure R-1**.

6. That the unprecedented floods of 2025 resulted in excessive deposition of silt in the river systems of Punjab. Such heavy silt accumulation has materially reduced the designed discharge capacity of river channels, disturbed their alignment, and increased pressure on embankments at vulnerable stretches. There exists a real, imminent, and demonstrable risk of catastrophic flooding, embankment instability, and loss of life and property if the excess silt so deposited is not removed prior to the onset of the 2026 monsoon season. The desilting exercise is an essential and time-bound activity undertaken by the Water Resources Department in discharge of its statutory obligations under the Punjab Canal and Drainage Act, 2023, and other applicable provisions, with the primary objective of restoring river carrying capacity, maintaining hydraulic efficiency, and preventing flood disasters.
7. That pursuant to this urgent necessity, the Department of Water Resources, Government of Punjab, initially identified 85 sites for desilting and removal of riverbed material from the rivers Ghaggar, Sutlej, Ravi, Beas, Siswan, Sarsa etc. As against the allegations made in the present application, the desilting activity is not commercial mining but is a genuine, essential and public interest exercise directly mandated by the exigencies of flood management.
8. That this Hon'ble Tribunal passed an interim order dated 11.02.2026 in OA No. 100/2026, staying the commencement of desilting work without the leave of the Tribunal. Thereafter, this Hon'ble Tribunal passed an order dated 02.04.2026, modifying the earlier interim directions. The relevant operative portion of the Modified Interim Directions reads as under:

"63. Thus, in the circumstances of the case noted above, we modify the interim order passed on 11.02.2026 in OA No. 100/2026 and permit

the State authorities to take further action in pursuance to the impugned tender notices subject to the strict compliance of the following:

(1). All the conditions stipulated in the National Framework for Sediment Management will be strictly complied with by the State before proceeding further with the impugned tenders.

(2). The directions issued in the order of the Southern Zonal Bench of the NGT dated 23.03.2023 in OA No. 142/2022(SZ) in the matter of Sarvabhoom Bagali (except direction no. (vii) which has been stayed by Hon'ble Supreme Court), will be duly complied with by the Respondent - State of Punjab and its authorities before proceeding with the impugned auction notices.

(3). The Respondent - State of Punjab and its authorities will ensure compliance of the SSMG-2016 in case of extraction of sand.

(4). The Respondent - State of Punjab and its authorities will proceed with the impugned auction notices only if they ensure the dredging/desilting/extraction of sand for non-commercial purposes."

9. That in compliance with the directions of this Hon'ble Tribunal, and upon due deliberation on the Modified Interim Directions, the Department of Water Resources, Punjab, has taken concrete and demonstrable steps as set out below:

- a. The tenders for 21 desilting sites have been cancelled.
- b. As on date, only 4 desilting sites are ongoing - all of which commenced prior to 11.02.2026.
- c. The Department has framed a new Standard Bidding Document (SBD) based on a "No Cost Sharing Model", which ensures that the activity is for non-commercial, public interest flood alleviation purposes, strictly

in compliance with NFSM guidelines and all other requisite statutory clearances. The copy of SBD annexed as **Annexure R-2**.

- d. Pursuant to the new SBD, out of the 85 previously notified sites, 27 sites have been freshly re-tendered in April 2026 that is fully compliant with the directions of this Hon'ble Court dated 02.04.2026, representing a substantive and material departure from any prior tendering framework.
- e. Thus, Out of the 79 sites impugned by the Applicant in Annexure A-2 Colly, 27 sites are of the previous notified sites which were retendered again and the 52 sites are newly identified sites that have been identified for the first time on the basis of an independent and updated assessment of hydraulic criticality and flood vulnerability, and have been subjected to the same technical, administrative, and environmental scrutiny including STAC examination, sediment analysis, and DPR preparation as the previously notified sites
- f. That it is most respectfully submitted that after the issuance of fresh tenders under the new Standard Bidding Document (SBD), no bidders submitted their bids for 51 critical sites out of the 79 sites impugned by the Applicant in Annexure A-2 Colly. In view of the extreme criticality of these sites and the urgent necessity to restore the carrying capacity of the rivers/drains before the forthcoming monsoon season, the tenders in respect of these 51 critical sites have been cancelled. Pursuant thereto, the Government of Punjab, Department of Water Resources, vide Memo No. 2376/CE/DRG/PS&WR/2026 dated 21.05.2026, has requested the concerned Deputy Commissioners to take immediate necessary action for desilting of these sites by exercising powers under the Disaster Management Act, either through the respective landowners or by any other available means, so as to prevent any adverse flood

situation during the monsoon season. A copy of the said Memo dated 21.05.2026 is annexed herewith as **Annexure R-3**.

- g. The entirety of the desilting exercise, whether in respect of the re-tendered sites or the freshly identified sites, is premised exclusively on a non-commercial basis, as evidenced by the terms of the new SBD, the STAC approval process, and the multi-tiered institutional oversight architecture in place.
- h. It is accordingly most respectfully prayed that the objection raised by the Applicant with respect to the impugned tender notices may be rejected in its entirety, and the Respondent-State may be held to be in due and faithful compliance with the directions of this Hon'ble Court dated 02.04.2026.

10. That the Applicant has attempted to characterise the new Standard Bidding Document (SBD) as a "colourable device" and a "sham" to continue commercial mining. This characterisation is factually wrong, legally untenable, and misconceived. The new SBD is carefully structured to ensure that the desilting activity is non-commercial in the following ways:

- a. Under the new SBD, the contractor bears all costs of execution and statutory compliances. The contractor receives no monetary payment from the Government. In consideration for executing the desilting work, the contractor is permitted to retain a defined volume of desilted material as their consideration.
- b. The bidder who retains the lowest volume share i.e., one who offers the highest volume share to the Department is declared L1 bidder. This ensures maximum material goes to departmental use.

- c. The desilted material shared with the Department is primarily used for strengthening and raising of embankments and river banks, and for other ancillary civil works directly connected with the protection, maintenance and improvement of irrigation and drainage infrastructure.
 - d. The new SBD expressly prohibits desilting operations undertaken primarily for commercial mining of sand/gravel under the cover of maintenance. Any violation attracts cancellation, blacklisting and forfeiture of security.
 - e. Online cameras at critical points, GPS-demarcated boundary pillars at 50-foot intervals, sunrise-to-sunset working hours restrictions, milestone-based monitoring and strict depth/boundary controls have been incorporated in the SBD.
 - f. The new SBD expressly mandates compliance with NFSM guidelines, and all applicable environmental safeguards including obtaining NOCs from the PPCB, Forest Clearances where applicable, and Detailed Project Reports (DPRs) approved by State technical Advisory Committee before commencement of work.
11. The new SBD characterises the scheme as a non-commercial, public-interest intervention aimed at restoring hydraulic capacity and reducing flooding, ensuring transparent and competitive procurement without any financial outgo from the State Exchequer. The extraction of silt is incidental to the primary public purpose of flood alleviation and waterway restoration.
12. That the Applicant's contention that the "Volume Share" model constitutes "commercial" activity is misconceived. The question whether an activity is commercial is determined by its dominant purpose, and not merely because

extracted material has some economic value. The dominant and primary purpose of the desilting activity undertaken by the State is flood alleviation, restoration of hydraulic capacity, and protection of embankments all of which are statutory obligations of the Water Resources Department under section 38 the Punjab Canal and Drainage Act, 2023 as mentioned under:

Whenever it appears to the State Government that injury to any land or the public health or public convenience has arisen or may arise from the obstruction of any river, stream or drainage-channel, the State Government may, by notification published in the Official Gazette, prohibit within limit to be defined in such notification, the formation of any obstruction, or may, within such limits, order the removal or other modification of such obstruction. On the issue of such notification, so much of the said river, stream or drainage-channel as is comprised within such limits shall be held to be a drainage-work as defined in section 2.

The desilting operations are being done inside the areas of rivers, so notified under The Punjab Canal and Drainage Act 2023

13. That the removal of silt material is incidental to this primary statutory purpose. A private contractor's right to utilise a defined residual volume of extracted material as sole consideration for executing a government flood-management contract does not render the underlying state activity "commercial mining". The test of commerciality must be applied to the dominant purpose of the State's activity which is, unambiguously, flood alleviation and disaster management and not to the ancillary economic benefit available to the executing contractor. This is precisely the legal

distinction that this Hon'ble Tribunal itself drew in its order dated 02.04.2026, where it permitted desilting to proceed subject to the condition that it be undertaken "for non-commercial purposes" thereby recognising that a properly structured desilting exercise, even where residual material is utilised by a contractor, can legally qualify as non-commercial if the dominant purpose of the State activity is flood prevention and waterway restoration. The new SBD is structured exactly along these lines.

14. That the Applicant has heavily relied upon the judgment of the Hon'ble Eastern Zone Bench of the National Green Tribunal in **Dipak Mahapatra v. West Bengal Mineral Development and Trading Corporation Ltd. & Ors.**, OA No. 99/2022/EZ, decided on 04.09.2023, to contend that the present desilting activity requires Environmental Clearance and statutory compliances for commercial mining. This reliance is wholly misplaced, and the two cases are factually, legally and structurally distinguishable on the following crucial grounds:

- a. NATURE OF THE CONTRACTING ENTITY (PRIVATE COMMERCIAL CORPORATION vs. GOVERNMENT FLOOD MANAGEMENT DEPARTMENT): In Dipak Mahapatra, the desilting was organised and executed by the West Bengal Mineral Development and Trading Corporation Limited (WBMDTCL) is a mineral development corporation whose primary mandate is commercial exploitation of minerals. The Tribunal found that the Corporation was using the garb of flood management to commercially exploit sand for mineral revenue. In the present case, the desilting is being undertaken directly by the Department of Water Resources, Government of Punjab is a statutory government department discharging its flood management mandate under the Punjab Canal and Drainage Act, 2023. The Department has no commercial mining mandate and is not earning

any revenue from the desilting activity. The Government share of material is primarily used for embankment strengthening, flood protection works, and canal bank reinforcement, not for commercial sale or revenue generation.

- b. **ABSENCE OF MONETARY BENEFIT TO THE STATE- 'NO COST' vs. 'REVENUE-SHARING'**: In the present case, the new SBD operates on a complete "No Cost to Government" model. The State does not receive any monetary payment whatsoever. The contractor's payment to the State is entirely in the form of a volume of desilted material, to be used primarily for departmental works embankments, canal banks and flood protection structures. The L1 criterion is the bidder who retains the minimum material , meaning the competitive pressure drives material towards public infrastructure use, not commercial revenue.
- c. **ABSENCE OF DSR AND PRELIMINARY REPORT: "PRESENT CASE FULLY COMPLIANT"**: A critical finding in Dipak Mahapatra (Para 10, 39, 40, 50) was the complete absence of a District Survey Report (DSR), Replenishment Study, and any proper scientific assessment of the sand source. The Tribunal categorically held that dredging for commercial purposes cannot proceed without a DSR and Replenishment Study. In the present case, as detailed in Para 17 herein, each desilting site is preceded by a Detailed Project Report (DPR) approved by the competent authority and examined by the State Technical Advisory Committee (STAC); material testing and sediment analysis is carried out before tendering; pre- and post-work surveys using cross-sections, drone surveys are mandated by the SBD; and boundary demarcation is done using GPS-based KML mapping and physical pillars at 50-foot intervals. The present case is thus directly

distinguishable from the fact of scientific vacuum that was decisive in Dipak Mahapatra.

- d. EXPRESS PROHIBITION ON MIDSTREAM COMMERCIAL MINING: The Eastern Zone Bench in Dipak Mahapatra (Para 37, 48, 49) emphasised that sand mining from the midstream of a river for commercial purposes cannot be permitted. The Disposal and Environmental Management Plan of the new SBD, under the head "Prohibited Practices", categorically declares that *"Desilting/dredging operations undertaken primarily for commercial mining of sand/gravel under the cover of maintenance"* are strictly prohibited. The non-commercial character of the exercise is further unequivocally declared in the Background and Introduction of the SBD itself, which states that *"this work does not constitute a commercial extraction activity"* and that *"the Government of Punjab is not seeking any financial or commercial gain from the execution of this work."* The SBD further provides that external disposal of desilted material may be considered only when it is *"consistent with NFSM and NGT directions and is not a substitute for commercial mining in rivers"* — thereby expressly foreclosing the use of the desilting exercise as a cover for commercial river mining. It is thus submitted that the new SBD, in both letter and spirit, is in full conformity with the directions of this Hon'ble Court. Desilting works are confined strictly within the demarcated KML boundaries and approved depths. Operations are restricted to daytime hours (sunrise to sunset). Any extraction beyond approved quantities or outside approved reaches is treated as an unauthorised act attracting legal action, cancellation, blacklisting and forfeiture of security.
- e. THE MOEF&CC'S OWN AFFIDAVIT IN DIPAK MAHAPATRA SUPPORTS THE PRESENT CASE: The most important finding that

supports the answering Respondents is contained in Para 18 and Para 20 of the judgment in Dipak Mahapatra itself, where the MoEF&CC in its affidavit dated 23.12.2022 stated categorically: "If dredging of rivers, canals, is done for the purposes of maintaining the canals, etc. would not appear to require Environmental Clearance. If, however, mining is done for the purpose of earning profit and is undertaken as a commercial venture as it involves dredging and de-silting then all the provisions of Environmental Impact Notification of 2006 and its subsequent amendments shall be applied to the said project." This very affidavit of MoEF&CC — which the Eastern Zone Bench treated as authoritative vindicates the present State's case: since the desilting is done for the purposes of maintaining waterways, flood alleviation, and disaster management, and is not done for the purpose of earning profit or as a commercial venture, Environmental Clearance is not required. The Dipak Mahapatra judgment, properly read, thus supports the answering Respondents and not the Applicant.

- f. SIMILARLY, THE UTTARAKHAND HIGH COURT IN JAI PRAKASH BADONI (2015) SUPPORTS THE PRESENT CASE: The Eastern Zone Bench in Dipak Mahapatra also approvingly quoted the Uttarakhand High Court in Jai Prakash Badoni v. Union of India (WP (PIL) No. 93/2015), which held: "if the dredging is undertaken for the purpose of maintaining the water bodies... no clearance is required; whereas if it is done with a commercial eye and for earning profit, then it can be done only after getting permission." The desilting in the present case is carried out for the purpose of maintaining waterways and flood management — falling precisely within the 'no clearance required' category as recognised by both the Uttarakhand High Court and MoEF&CC.

15. That with respect to the arrangement with NHAI, the Government of Punjab had issued Notification dated 12.01.2026 permitting NHAI or its agencies to carry out desilting operations in River Sutlej at identified locations, with the excavated material to be exclusively used in highway construction works. The said notification and the resultant Tripartite MoU between the Government of Punjab, NHAI, and the implementing agency expressly stipulate that the material obtained from desilting shall only be used in NHAI road projects and shall not be sold in the open market. The entire activity was undertaken purely for public infrastructure purposes and not for commercial mining. NHAI has itself been requesting the Department to urgently initiate desilting work, as the removed material is required for ongoing highway construction projects, making clear that the material is directed to specific public works and not commercial sale.
16. That it is respectfully submitted that any attempt to conflate or draw equivalence between the "Jihda Khet, Ohdi Ret" scheme and the desilting exercise presently being undertaken pursuant to the directions of this Hon'ble Court dated 02.04.2026 is wholly misconceived, legally untenable, and proceeds from a fundamental misreading of the two measures, both in terms of their legal genesis, their operative scope, and their respective objects and purposes. The two measures are entirely independent of each other, having been promulgated under distinct statutory frameworks, by different Departments of the State Government, in response to wholly different exigencies, and they share neither legal lineage nor operational continuity.
17. That it is submitted that the "Jihda Khet, Ohdi Ret" scheme was a one-time, time-bound, humanitarian flood relief measure, notified by the Department of Mines and Geology, Government of Punjab, in exercise of the power of relaxation vested in the State Government under Rule 90 of the Punjab

Minor Mineral Rules, 2013, which had been framed in pursuance of the Mines and Minerals (Development and Regulation) Act, 1957. The said scheme was promulgated exclusively in response to the devastating floods of 2025, with the singular and express object of permitting flood-affected farmers and cultivators across the State of Punjab to remove, lift, and sell the silt, sand, and river-borne material that had been deposited upon their agricultural fields as a consequence of submergence under flood waters. In a deliberate and conscious manifestation of the State's pro-farmer intent, the scheme was made entirely free of cost: no royalty, fee, permit, licence, or No Objection Certificate was required to be obtained by any beneficiary farmer from the Department of Mines and Geology. Jisda Khet Osd Ret Scheme enabled the farmers to immediately clear their fields and prepare for the upcoming sowing season without unnecessary financial or administrative hurdles. This scheme was launched by Department of Mines and Geology and the aim was preparation of fields for next sowing season and no the flood alleviation

18. That it is further submitted that the desilting exercise presently being undertaken at nine identified critical sites is an altogether separate, independently grounded, and court-directed measure, having its immediate legal basis in the directions issued by this Hon'ble Court on 02.04.2026, which mandated that desilting be undertaken as a non-commercial activity in the larger public interest of flood prevention, protection of flood embankments, and restoration of the carrying capacity of rivers and drains in the State of Punjab. In compliance with the said directions, the proposal for undertaking desilting at the most hydraulically critical sites was issued vide Notification No. WR-IRWR03/2/2026-IW1/218 dated 20.04.2026, thereby granting permission to the landowners of nine specifically identified critical desilting sites to undertake desilting of the rivers, choes,

and drains at locations demarcated by the Department, at their own cost and without any financial liability on the State Government. It is respectfully submitted that the State's conscious decision to extend this permission free of cost to the concerned landowners is itself a compelling indicator of the non-commercial, flood-mitigation character of the exercise, undertaken in direct and faithful compliance with the directions of this Hon'ble Court.

19. That it is submitted that the current desilting exercise of critical sites is not a blanket or open-ended permission, but is spatially circumscribed with the utmost precision and is hedged by multiple layers of technical, administrative, and environmental scrutiny. The permission under the Notification dated 20.04.2026 is confined exclusively to nine identified critical sites — Harshabela (District Ropar, River Sutlej), Mandala Tajawal (District SBS Nagar, River Sutlej), Wara Kali Roun Left Side (District Ferozepur, River Sutlej), Wara Kali Roun Right Side (District Ferozepur, River Sutlej), Ruknewala (District Ferozepur, River Sutlej), Khairabet (District Ludhiana, River Sutlej), Karali (District SBS Nagar, River Ghaggar), Bella Karkhana to Phassa (District Ropar, River Sutlej), and Burj Tehal Dass (District SBS Nagar, River Sutlej) and within each site, desilting is permissible only within the specific Khasra numbers expressly enumerated in the Notification. Only those landowners whose agricultural lands fall within the approved Khasra numbers as notified under the applicable provisions of the Canal and Drainage Act are eligible to undertake desilting operations. It is further submitted that all desilting works are required to be carried out strictly in accordance with the Detailed Project Reports (DPRs) that have been independently prepared for each site and approved by the State Technical Advisory Committee (STAC), which has examined each site on the basis of scientific sediment analysis,

thereby establishing a technically sound and empirically grounded basis for determining the permissible scope, depth, width, and alignment of desilting operations at each location. Any desilting beyond the notified land or beyond the parameters approved in the STAC-cleared DPRs is categorically and strictly prohibited.

20. That it is submitted that the Standard Operating Procedure issued by the Chief Engineer/Drainage, Department of Water Resources, vide Memo No. 1823-29/PA/CE/DRG/2026 dated 23.04.2026 (copy annexed as annexure R-4), lays down a comprehensive, multi-tiered institutional compliance architecture that leaves no lacuna in the oversight and regulation of the desilting operations. The said SOP, which is required to be followed in its true letter and spirit by all concerned authorities, inter alia provides as follows:

- a. The concerned Executive Engineer/Drainage is personally mandated to supervise and facilitate all desilting operations at the identified critical sites, with express responsibility to ensure that all works are carried out strictly as per the STAC-approved DPRs; that no excavation is carried out beyond the approved limits of depth, width, or alignment; and that there is no damage to river banks, embankments, or flood protection structures thereby ensuring the structural integrity of the State's flood defence infrastructure.
- b. The baseline and initial data of all desilting sites are required to be independently verified by Departmental Vigilance Officers within two days of the issuance of the SOP, establishing a pre-commencement benchmark against which subsequent operations may be assessed and any deviation identified.
- c. A District-level Monitoring Committee has been duly constituted under the Chairmanship of the Deputy Commissioner, with the Executive

Engineer/Drainage as Member Secretary, and comprising the District Forest Officer and a District-level Officer of the Punjab Pollution Control Board (PPCB) as Members — thereby ensuring comprehensive administrative, technical, forestry, and environmental oversight of all desilting operations at the field level.

- d. The concerned Deputy Commissioner of each district is directed to ensure that all eligible landowners falling within the notified Khasra numbers are duly informed through appropriate modes of communication, thereby ensuring that the benefit of the scheme reaches only the entitled class of beneficiaries.
- e. For Government lands within the notified desilting sites, the Executive Engineer/Drainage is separately required to prepare a documented plan for the proper utilisation of excavated material, thereby foreclosing any possibility of unauthorised disposal, diversion, or commercial exploitation of the excavated silt/earth.
- f. Any dispute arising in the implementation of the notification is to be resolved by the Deputy Commissioner, whose decision shall be final and binding on all parties.
- g. The permission under the Notification is expressly time-bound upto 30th June, 2026, with the specific object of ensuring completion of all desilting works before the onset of the monsoon season, a temporal limitation that is itself reflective of the genuine urgency and flood-mitigation purpose underlying the exercise.

21. That it is, therefore, most respectfully submitted that the desilting exercise being undertaken pursuant to the directions of this Hon'ble Court dated 02.04.2026, as operationalised through the Notification dated 20.04.2026 and regulated by the SOP dated 23.04.2026, is a carefully structured, court-

directed, non-commercial, flood-mitigation measure, underpinned by independent technical scrutiny at the STAC level, field-level supervision by drainage engineers, pre-commencement vigilance verification, environmental oversight through the Punjab Pollution Control Board, and quasi-judicial dispute resolution authority vested in the Deputy Commissioner. The said exercise bears no legal, factual, or operational nexus with the "Jihda Khet, Ohdi Ret" scheme, which stood extinguished on 31st December, 2025, and any attempt to equate the two or to impugn the present exercise on the basis of the said expired scheme is, with the greatest of respect, legally misconceived and deserves to be rejected outright.

22. That the Applicant has raised an allegation of "institutional conflict of interest" arising from the amalgamation of the Water Resources, Drainage and Mining & Geology departments. This allegation is misleading and legally untenable. The restructuring of the Department undertaken in 2020 was a bona fide administrative measure aimed at "optimal utilisation of human resources", as stated in the Government orders. The integration does not create any conflict of interest; rather, it ensures holistic management of water resources, drainage, and geological activities under a unified command that is better placed to address the complex interplay between drainage, flood management, and sediment extraction, further an engineer for drainage department acts as a guardian of his bundhs thus ensures that the extraction is carried out without damaging the bundhs.

23. That the allegation that the "regulator and operator have become one" is a gross mischaracterisation. The Department of Water Resources undertakes desilting as a statutory flood-management duty, not as a mining lessor or commercial operator. The Executive Engineer functions as an executing authority under the Punjab Canal and Drainage Act, 2023, acting in

discharge of a public duty. Any incidental administrative overlap with mining powers does not create a legal conflict that renders the desilting activity illegal. No authority of law or judicial precedent supports the proposition that a governmental department carrying out its statutory flood-management duties becomes legally disabled from doing so merely because its officers also hold additional regulatory powers in related fields.

24. That the Applicant's allegation that Environmental Clearance (EC) is mandatorily required for the desilting activity is legally incorrect and has been specifically addressed by this Hon'ble Tribunal in its order dated 02.04.2026. The said order expressly recognised the distinction between commercial desilting/dredging (which requires EC) and non-commercial, public-interest desilting (which does not require prior EC under the EIA Notification, 2006). It is respectfully submitted that this Hon'ble Tribunal's own decision to permit the State to proceed with desilting operations, subject to compliance with the conditions stipulated in the Interim Directions, is itself a definitive judicial recognition that mandatory Environmental Clearance is not a precondition to such operations. Had EC been an inviolable prerequisite, this Hon'ble Tribunal would not have sanctioned the continuation of desilting at all, the conditional permission to proceed speaks for itself. The Applicant cannot seek to impose a higher threshold than what this Hon'ble Tribunal itself has determined to be applicable.

25. That the answering Respondents are fully compliant with the conditions stipulated in the order dated 02.04.2026. Specifically:

- (a) The new SBD is based on the NFSM-2023 framework and mandates compliance with all conditions stipulated therein.
- (b) The directions in the Southern Zonal Bench order dated 23.03.2023 in OA No. 142/2022(SZ) (except direction no. vii

which is stayed by the Hon'ble Supreme Court) are being complied with.

- (c) Since the above activity is non- commercial activity thus the SSMG guidelines are not applicable to the said desilting activities
- (d) The desilting activity is being undertaken for non-commercial purposes, as demonstrated by the new SBD's non-monetary contractual structure and the express prohibition on commercial sale.

26. That the allegation regarding absence of District Survey Reports (DSRs), replenishment studies and geo-referenced demarcation is factually incorrect. The scientific and technical rigor applied by the Department of Water Resources, Punjab, before undertaking any desilting work is detailed as under:

- a. **DETAILED PROJECT REPORT (DPR) APPROVED BY STAC:**
Each desilting site is preceded by the preparation of a Detailed Project Report (DPR) by the concerned division. The DPR is not merely an internal departmental document, it is submitted for examination and approval by the State Technical Advisory Committee (STAC). The STAC review ensures independent technical scrutiny of the proposed desilting, including assessment of design section, hydraulic parameters, site boundaries, permissible depths, and the overall rationale for identifying the site. No tender is floated and no work is commenced at any site until the DPR has been approved by the competent authority through this process.
- b. **DETAILED SEDIMENT ANALYSIS AND MATERIAL TESTING:**
Prior to tendering, the Department carries out detailed sediment analysis and material testing of the river bed material at each

identified site. The material testing report is part of the DPR record submitted to STAC. The sediment inflow analysis for estimation of siltation in rivers, choes, and nallahs is performed using the Revised Universal Soil Loss Equation (RUSLE), a mathematical formulation that estimates average annual soil loss from a basin area expressed as $A = R \times K \times L \times S \times C \times P$, where A is the average annual soil loss (ton/ha/year), R is the rainfall and runoff erosivity index, K is the soil erodibility factor, L is the slope length factor, S is the slope steepness factor, C is the cover management factor, and P is the conservation practice factor. Since these parameters vary significantly across large catchments, the equation is implemented through a GIS-based model on Google Earth Engine, with each factor derived from open-source satellite and remote sensing datasets covering rainfall, soil texture, digital elevation, land cover, and watershed boundaries. The model computes annual potential soil loss on a quarterly and annual basis, and the results consistently show that soil loss is significantly enhanced during the monsoon months, confirming that siltation is highly rainfall-dependent. Since RUSLE estimates only soil detached from the land surface and not the quantum actually delivered to the river channel, a Sediment Delivery Ratio (SDR) is applied to obtain the Sediment Yield ($SY = A \times SDR$), representing the fraction of eroded soil that actually reaches the stream after accounting for deposition along slopes and floodplains. The SDR is computed as an average of multiple established empirical formulae to minimise uncertainty. The final output — mean annual sediment yield in ton/ha/year — quantifies the rate of silt delivery to the river system and provides the scientific basis for establishing the necessity, frequency, and quantum of desilting works required to restore the water-carrying capacity of the river.

- c. **PRE- AND POST-WORK SURVEYS:** The new SBD mandates pre-work and post-work surveys using cross-sections, drone surveys, and Total Station surveys to accurately estimate the volume of desilted material. These surveys form the basis for the Estimated Quantity (in CFT) specified in each tender. A mid-work survey is also conducted by the Department after 50% execution, in the presence of the contractor or his representative, to verify quantities.
- d. **GPS-BASED KML DEMARCATION AND BOUNDARY PILLARS:** Each desilting site is precisely geo-referenced using GPS-based KML mapping. Site boundaries are physically demarcated on the ground by the installation of red-coloured boundary pillars at intervals not exceeding 50 feet all along the KML boundary. The contractor is required to install these pillars before commencement of work and maintain them throughout the contract period. This ensures that extraction is confined strictly to the approved area and prevents any unauthorised extension beyond permitted boundaries.
- e. **NODAL OFFICER AND MILESTONE-BASED MONITORING:** A Nodal Officer is designated for each site for periodic technical supervision. The SBD incorporates a milestone-based obligations schedule (M1 to M6) linking excavation progress to volume delivery, enabling granular monitoring of compliance. Online cameras are installed at critical points of the site as directed by the Engineer-in-Charge before commencement of work.
- f. **NOC FROM SPCB AND FOREST CLEARANCES:** For disposal sites and stockyards, prior NOC is obtained from the State Pollution Control Board (SPCB). Where sites fall within or near forest land, protected areas or eco-sensitive zones, applicable Forest, Wildlife and

Environment Clearances are obtained before any activity is commenced.

27. That the allegation regarding monsoon-season desilting being "expressly prohibited" is incorrect. Clause 29 of the new SBD specifically provides that during the monsoon season from 1st July to 30th September, desilting operations may be allowed only at the discretion of the Engineer-in-Charge, and shall immediately cease in any section where water level runs over the desilting site. This is a controlled and supervised provision, not a blanket permission. The Engineer-in-Charge is empowered to halt operations for safety and ecological reasons at any time.
28. That the Applicant has alleged that the weighment slips produced in OA No. 100/2026 demonstrate commercial extraction in violation of the order dated 11.02.2026. This allegation has been specifically addressed in the reply filed in IA No. 286 in OA No. 100/2026. It is respectfully submitted that those slips were generated against permits and transactions already issued and recorded prior to the order dated 11.02. 2026. The slips merely represent system-generated transport permissions corresponding to material that had already been permitted and loaded prior to the issuance and communication of the said order and do not indicate any fresh grant of permission. The generation of such slips is an automated process in the online portal once the underlying permit and loading entry has already been recorded. The mere generation of such slips cannot be construed as permitting any fresh mining or transportation activity after 11.02.2026.
29. That the present Original Application is not maintainable for the following reasons:
- a. The subject matter of the present OA is substantially identical to the issues raised and adjudicated in OA No. 100/2026, OA No. 152/2026 and connected matters. The present application is, in substance, a second

proceeding seeking to reagitate the same questions that have already been determined by this Hon'ble Tribunal vide its comprehensive order dated 02.04.2026. A fresh OA is not the appropriate remedy; the Applicant's remedy, if any, lies in raising violations of the order dated 02.04.2026 before the same Bench.

- b. The Applicant has not identified any specific tender notice which violates any specific direction contained in the order dated 02.04.2026. The application proceeds on sweeping generalisations and characterisations without pointing to any concrete, specific violation.
- c. The present OA was filed on 14.05.2026, i.e., after the matter in OA No. 100/2026 was already listed for hearing on 19.05.2026. The Applicant's remedy was to raise grievances before the Tribunal in the already pending proceedings, and not to file a fresh OA to create parallel proceedings on the same subject matter.

30. That the present application is also not maintainable in view of the fact that the answering Respondents have not violated any direction of this Hon'ble Tribunal. The impugned tenders of April 2026 have been issued after the order dated 02.04.2026, in strict conformity with the Modified Interim Directions, under the new SBD which ensures non-commercial purposes, NFSM compliance, and adherence to all environmental safeguards mandated by this Hon'ble Tribunal.

PRAYER

In view of the submissions made above, it is most respectfully prayed that this Hon'ble Tribunal may be pleased to:

- a. Dismiss the present Original Application being misconceived, premature, devoid of merit and an abuse of the process of this Hon'ble Tribunal; and

- b. Pass such other order(s) as this Hon'ble Tribunal deems fit and proper in the facts and circumstances of the present case, in the interest of justice.

RESPONDENTS No.3 to 9

THROUGH



SIDDHANT SHARMA & SHEENU PRIYA,

ADVOCATES,

Off: 24 LGF, FIROZ GANDHI,

ROAD, LAJPAT NAGAR-III,

NEW DELHI-110024,

M:- 8376982005.

DATED: 21.05.2026

PLACE: NEW DELHI

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

I.A. NO. _____ OF 2026

IN

ORIGINAL APPLICATION NO. 316 OF 2026

IN THE MATTER OF:

Kuljinder Singh

...Applicant

Versus

Union of India & Ors.

... Respondents

AFFIDAVIT

I, Hardeep Singh Mendiratta S/o Sh. Amar Singh Mendiratta, Aged About 55 Years, R/O 2350, Sector 23-C, Chandigarh- 160023 currently at Chandigarh do hereby solemnly affirm and state as under:

1. I am posted as Chief Engineer Drainage cum Mining, Department of Water Resources, Government of Punjab and I am authorized and competent officer in the present matter to depose the present affidavit.
2. I am well conversant with the facts and circumstances of the case and have read and understood the contents of the accompanying application.
3. I say that the contents are true to my personal knowledge and the rest are legal submissions to the Hon'ble Tribunal.

969
955 nb

[Signature]
DEPONENT

VERIFICATION:

Verified at _____ on this day of _____ May, 2026 that the contents of the above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed there from.

[Signature]
DEPONENT

I have read over & explained to the deponent/Executant who seems perfectly to understand the same and he/she is making statement.



[Signature]
Notary Chandigarh

12 5 MAY 2026

डॉ. राजेश गुप्ता
Dr. RAJESH GUPTA
 संयुक्त सचिव
 Joint Secretary
 Tel. : 011-23438096



Annexure-R1

गृह मंत्रालय
 भारत सरकार
 एन डी सी सी-॥ बिल्डिंग,
 नई दिल्ली - 110001
 MINISTRY OF HOME AFFAIRS
 GOVERNMENT OF INDIA
 NDCC-II BUILDING, NEW DELHI - 110001

No. 21-05/2025-NDM-I

Dated the 16th September, 2025

Respected Sir,

Please refer to your d.o. letter No. CSO/ 2025/ 398, dated 11.09.2025 regarding declaring the flood 2025 in Punjab, as a disaster of "severe nature".

2. In this context, I would like to inform that in the event of disaster of a 'severe nature', financial assistance towards the notified natural disasters including flood, is met from State Disaster Response Fund (SDRF) already placed at their disposal, which is further supplemented from National Disaster Response Fund (NDRF) in accordance with the established procedure, which includes an assessment based on the visit of an Inter-Ministerial Central Team (IMCT). However, keeping in view of the intensity and magnitude of the flood, disasters during monsoon 2025, in Punjab has been considered by IMCT as a disaster of 'severe nature' for all practical purposes.

Yours sincerely,


 (Dr. Rajesh Gupta)

Shri K A P Sinha,
 Chief Secretary,
 Government of Punjab,
 Chandigarh - 160001.

Copy to:

Shri Chinmay Pundikrao Gotmare, Joint Secretary (FCD), Department of Expenditure, Ministry of Finance, North Block, New Delhi.

GOVERNMENT OF PUNJAB
WATER RESOURCES DEPARTMENT
OFFICE OF THE EXECUTIVE ENGINEER, DRAINAGE DIVISION

<http://eproc.punjab.gov.in>
E-tender Notice No. dated

The Department of Water Resources (Drainage Division,) Punjab invites online bids for the following work through the website <http://eproc.punjab.gov.in>

Sr.No.	Name of Work	“.....”
1	Tender executing division	
2	Estimated Quantity (CFT)	
3	Earnest Money (in Rs.)	
4	Tender Form Cost (in Rs.)	
5	Total Qty to be Desilted (CFT)	
6	Ceiling Volume (Maximum Volume Share to be Retained by Bidder CFT)	

Important Dates / Time:

1.	Start of Sale of Tenders	.....	15:00 hrs
2.	Closing of Sale of Tenders	.....	12:00 hrs
3.	Pre-Bid Meeting (online)	.....	11:00 hrs
4.	Opening of Technical Bid	.....	14:00 hrs
5.	Opening of Financial Bid	1 day after evaluation of technical bid	

Cost of tender form is Rs. 5000/-. For detail terms and conditions refer to the above website. Corrigendum and Addendum, if any, will be published on website only.

Sd/-

Executive Engineer /

Drainage Division, Water Resources Department, Punjab

BACKGROUND AND INTRODUCTION

1. Primary Objective: Flood Alleviation and Waterway Restoration

The Water Resources Department, Punjab, is the custodian of an extensive network of drainage channels, rivers, khals, and waterways that span the State of Punjab. These waterways serve as the primary arteries for the evacuation of storm water, regulation of flood flows, and the maintenance of drainage equilibrium across agricultural and habitation zones. The Department is entrusted with the twin mandate of providing protection against flooding and ensuring the unimpeded carrying capacity of the State's drainage infrastructure.

Over the decades, these drainage channels and waterways have experienced progressive and significant siltation and sedimentation primarily due to flood years of 2019, 2023 and 2025. This accumulation of silt, soil, and riverbed material caused by natural tidal deposition, upland soil erosion, agricultural runoff, and the natural dynamics of river morphology has substantially reduced the hydraulic carrying capacity of these channels. The consequence is a growing and recurrent risk of:

- i. Inundation of agricultural land and habitation areas during the monsoon season;
- ii. Waterlogging and drainage congestion in rural and peri-urban zones;
- iii. Damage to crops, property, and public infrastructure due to the spilling of waterways;
- iv. Disruption of internal navigation and the movement of local communities.

It is unequivocally stated that the desilting/dredging work covered under this Standard Bidding Document (SBD) is undertaken solely in the public interest, for the purpose of flood alleviation, restoration of waterway carrying capacity, and the protection of lives, livelihoods, and agricultural land. This work does not constitute a commercial extraction activity. The Government of Punjab, through the Water Resources Department (Drainage Division), is not seeking any financial or commercial gain from the execution of this work.

2. Context and Rationale for the “No Cost to Government” Model

The Government of Punjab recognises that conventional desilting contracts wherein the Government bears the cost of machinery, labour, and execution place a significant financial burden on the State exchequer. Given the scale of the desilting requirement across Punjab's drainage network, the volume of accumulated silt, and the urgency of flood prevention measures, the Department has determined that an innovative and fiscally responsible model of contract execution is both necessary and appropriate.

Accordingly, the Department adopts the “No Cost to Government / Volume Share” model of procurement, Under this model:

- The contractor bears the entire cost of desilting operations, including deployment of machinery, vehicles, manpower, statutory levies, cess, transportation, and all statutory obligations.
- In consideration for the right to execute the work and to retain and utilise the desilted material, the contractor offers to share a defined volume of the desilted material (in cubic feet) with the Water Resources Department.
- The bidder retaining the lowest volume share (in CFT) for himself i.e., offering the highest volume share to the Department is declared as the L1 (preferred) bidder and is awarded the contract.

- The Government of Punjab incurs zero financial cost for the execution of the desilting work. The public objective restoration of waterway capacity and flood protection is achieved without any expenditure from the State exchequer.

This model aligns with the broader policy direction of Government to leverage the commercial value of desilted material (silt, soil, and earth) to attract qualified contractors who will execute socially critical works at their own cost, while ensuring that the State receives the maximum possible share of the excavated material for use in embankment strengthening, land development, and community infrastructure works as directed by the concerned Executive Engineer. If any material is left the same maybe disposed of by the department through a separate disposal plan prepared by the concerned executive engineer as mentioned below:

DISPOSAL AND ENVIROMENTAL MANAGEMENT PLAN

I. Purpose and Scope

- a) Disposal and environmental management plan define the obligations of the Employer and the Contractor regarding handling, utilisation and disposal of desilted / excavated material generated under this Contract.
- b) These clauses apply to all desilting / dredging works undertaken for maintenance, upkeep and disaster management in line with NFSM and relevant NGT orders

II. Departmental Share and Priority Use

a) Ownership

- i. All desilted / excavated material shall, on removal, vest in the Engineer in charge, unless otherwise stated in the Bid Data Sheet.

b) Priority Utilisation and Transport

- i. The desilted material is to be utilised for departmental works (embankments, flood protection, canal banks, roads, etc.) at the following locations: (a)..... (b)..... (c).....
- ii. The Contractor shall, at its own cost, load and transport the desilted material directly from the work site to such utilisation sites as directed by the Employer.
- iii. The excavated Materials that cannot be utilized immediately by the department shall be stored at a location finalized by the department within a radius of 5 km from the desilting site. The associated costs shall be borne by the bidder. In case, the stockyard is not available within 5 km, then the lead greater than 5 km will be paid to the bidder on Punjab CSR rates.
- iv. Utilisation sites (RD of bundh/canal/drain) and approved stockyard locations (village, tehsil, block, district, coordinates) shall be listed in the Contract and communicated in writing by the engineer-in -charge.

III. Stockyard and Storage Management

a) Location

- i. Stockyards shall not obstruct natural drainage or cause contamination of water bodies or damage to nearby flora and fauna, as per NFSM safeguards
- ii. The Contractor shall be fully responsible for the stocking, heaping, maintenance, fencing, security, and guarding of all departmental material stored in the stockyard. The Contractor shall also bear all expenses related to such activities, including any

other incidental costs, as directed by the concerned Engineer-in-charge. This responsibility shall continue throughout the time the contract is live.

- b) Handling and Storage
 - i. Desilted material shall be transported to stockyards in a controlled manner, avoiding spillage into water bodies and public roads.
 - ii. Basic records shall be maintained for each stockyard: location, type and approximate quantity of material, date of deposition and subsequent lifting by employer.
- IV. Environmental and Social Safeguards
 - a) Desilted material shall not be used for filling wetlands, water bodies, oxbow lakes or similar features.
 - b) Disposal, stockpiling and transport shall not cause contamination of water bodies or adverse impact on flora, fauna or nearby habitations
- V. Clearances and NOCs
 - a) For disposal sites (stockyards or direct disposal areas), prior NOC shall be obtained from the State Pollution Control Board (SPCB) by the engineer in charge.
 - b) Where forest land, protected areas or eco-sensitive zones are involved, applicable Forest, Wildlife and Environment Clearances shall be obtained by the engineer in charge n before any activity.
- VI. Technical Assessment and Documentation
 - a) Quantity and Quality Assessment
 - i. Pre- and post-work surveys (cross-sections, bathymetry, drone survey, etc.) shall be used to estimate the volume of desilted material by the concerned executive engineer.
 - ii. Material shall be tested / assessed for suitability for various uses (embankments, roads, concrete, brick making, etc.) as per relevant standards before tendering process.
- VII. Procedure for Departmental Utilization
 - a) Identification of Needs:
 - i. Engineer- in - charge shall periodically assess requirements for material in ongoing and proposed departmental works during desilting works execution phase in case the desilted material in dumped in stockyard.
 - ii. Matching of available stocks with works shall be done before considering auction or external disposal.
 - b) Issue of Material
 - i. Material from stockyards shall be issued to departmental works based on written requisition and approval of the competent authority.
 - ii. Issue registers shall record quantity, destination work and date of lifting.
- VIII. Procedure for Auction / External Disposal
 - a) Preconditions: Auction / external disposal may be considered only when:
 - i. Departmental needs have been met or planned within reasonable time; and
 - ii. This Activity is consistent with NFSM and NGT directions and is not a substitute for commercial mining in rivers.
- IX. Monitoring and Compliance
 - a) Field Monitoring
 - i. Executive Engineers / Sub-Divisional Officers shall monitor compliance with these guidelines at work sites, stockyards and disposal sites.

b) Record Keeping and Reporting

- i. Engineer- in – charge shall maintain complete records: DPRs, approvals, NOCs, survey data, stock registers, auction details, lifting details and inspection reports.

X. Prohibited Practices

The following are strictly prohibited:

- i. Desilting / dredging operations undertaken primarily for commercial mining of sand / gravel under the cover of maintenance.
- ii. Disposal or dumping of material into water bodies, wetlands, forest areas or private land without consent and clearances.
- iii. Extraction beyond approved quantities or outside approved reaches / stockyards.

3. Description of the Work and Departmental Objective

The Water Resources Department (Drainage Division) proposes to undertake desilting/dredging of drainage channels, waterways, and associated water bodies at sites identified by the concerned Drainage Division. The Detailed Project Report (DPR) for each site, as approved by the competent authority, sets out the total area of material to be excavated, the design section/profile of the channel, the site boundaries, and the depth of excavation permissible.

The desilting work will restore the design carrying capacity of the drainage channel, thereby:

- i. Alleviating recurring flood risk in the command area;
- ii. Preventing waterlogging and drainage congestion in agricultural and habitation zones;
- iii. Restoring the hydraulic gradient and flow velocity in the channel to design parameters;
- iv. Strengthening embankments and low-lying banks through utilisation of the shared volume of desilted earth, as directed by the Engineer-in-Charge.

The Department emphasises that the extraction and utilisation of desilted material by the contractor is incidental to, and in service of, the primary objective of flood alleviation and waterway clearance. The contractor shall execute all work strictly within the demarcated site boundaries and to the depth specified by the Engineer-in-Charge. Any extraction beyond the permitted depth or boundary shall be treated as an unauthorised act and shall invite legal action, cancellation of contract, blacklisting, and forfeiture of security.

INFORMATION TO THE BIDDERS (ITB)

1. Name of Work: The Department of Water Resources, Punjab (Drainage Division,)
invites online bids for the following work:

Sr.No.	Name of Work	i) Earnest Money (in Rs.) ii) Tender Form Cost (in Rs.) iii) Total Qty (CFT) iv) Ceiling Volume (Max. Volume Share to be Retained by Bidder) (CFT)
1	“.....”	i) ii) iii) iv) v)

2. Earnest Money:

- Rs.5 Lakhs for notional bid value(calculated @3/cft of bid volume) up to Rs. 2 Crore.
- Rs.10 Lakhs for notional bid value (calculated @3/cft of bid volume) more than Rs. 2 Crore.

(In the form of online deposit only at <https://eproc.punjab.gov.in>.)

Without EMD in appropriate shape, the tender will be summarily rejected.

3. Cost of Tender Form: Rs. 5000/- (non-refundable) as online deposit at <https://eproc.punjab.gov.in>

4. Tender Form: Tender form is to be downloaded from the website <https://eproc.punjab.gov.in> by eligible bidders.

5. Important Dates / Time:

1.	Start of Sale of Tenders	.....	15:00 hrs
2.	Closing of Sale of Tenders	.....	12:00 hrs
3.	Pre-Bid Meeting (online)	.....	11:00 hrs
4.	Opening of Technical Bid	.....	14:00 hrs
5.	Opening of Financial Bid	1 day after evaluation of technical bid	

6. Tenders in any other form except E-tendering shall not be accepted.

7. The sale of tender documents, deposit of earnest money and submission of bid document will be carried out online through <https://eproc.punjab.gov.in> only.

8. Earnest money and bid document cost will be tendered by the contractor/Agency only through E-MODE (E-Banking) from the account of the prospective bidder only.
9. The tenders will be submitted online up to the specified hours on the specified date, and tenders will be opened on date at the specified time.
10. If any bidder is blacklisted by any of the Punjab State Government departments or any other governing body of Punjab State, such a bid is liable to be rejected.
11. The allotted time for the works will be T Days.
12. The successful bidder may in writing request for time extension citing proper reasons/justification. If such justification is found satisfactory, an extension of not more than 33% of the allotted completion time may be given by the concerned Superintending Engineer. Any further extension may be given by the Chief Engineer/Drainage for a duration as deemed fit.
13. The quantity of material to be desilted will be as per the Detailed Project Report (DPR) approved by the competent authority and attached to the bid. The Department will conduct a site survey after 50% execution and after completion of work in the presence of the contractor or his representative, and the excavated quantity shall be ascertained accordingly.
14. The bidder may undertake a site visit to the desilting site to ascertain the site conditions, location, site access/transport route, communication, weather, availability of power, and any other connected activities for satisfactory completion of the works. The bidder shall satisfy himself about the above aspects before submission of bid. No claim whatsoever shall be entertained later.
15. It is the responsibility of the bidder to assess all site parameters including land owner compensation to be given to land owners for the sites where desilting is to be carried out, and to make arrangements with other stakeholders for ensuring smooth passage to the site. All such costs shall be borne exclusively by the contractor.
16. The Government shall not be responsible for any loss to the bidder on account of reduction of site area or non-grant of permission for desilting by land owners in any part area or otherwise.
17. Following documents shall be submitted with the technical bid:
- Income tax clearance certificate / PAN copy.
 - Partnership deed or Registration Certificate of the firm or Company, as the case may be.
 - Power of Attorney as required under rules for joint venture.
18. The Financial Bid shall be submitted on a Volume Share basis. Bidders shall quote the volume of desilted material (in CFT) they wish to retain for themselves, out of the total desilted quantity. The bidder retaining the lowest volume share (i.e., offering the highest share to the Department) shall be declared L1 and awarded the contract, subject to the quoted retention volume not exceeding the Ceiling Volume (90% of Total Quantity).
19. A bid quoting a retention volume higher than the Ceiling Volume (maximum retention share) shall generally not be accepted. The bidder retaining the lowest volume (CFT) for himself thereby giving the most to the Department shall be awarded the contract as L1. No monetary payment is to be made to the Government by the contractor.

20. EMD deposited will be forfeited and the contract shall be offered to the next successful bidder (L2) at the volume share quoted by L1, if:
- a) The successful bidder fails to furnish Performance Security (calculated on a notional value @3/cft of bid volume) in the form of FDR/Bank Guarantee within 3 days of issuance of Letter of Acceptance.
 - b) The successful bidder fails to sign the agreement within 7 days of issuance of Letter of Acceptance.
 - c) The successful bidder fails to commence work at site within 5 days of signing of agreement.
21. On submission of the Performance Security by the L1 bidder, the EMD deposited by him shall be refunded.
22. There is no monetary payment by the contractor to the Government. The contractor shall execute the desilting work entirely at his own cost and shall deliver the agreed Volume Share (V CFT) to the Department as per the Milestone-based Obligations Schedule in Annexure A. The contractor retains the remaining desilted material subject to compliance with applicable statutory levies.
23. An agreement shall be signed between the Division under whose jurisdiction the desilting site falls and the successful L-1 bidder.
24. The successful bidder shall ensure installation of online cameras at critical points of the site as deemed fit by the Engineer-in-Charge before commencement of work at site.
25. The Successful bidder will install red-coloured boundary pillars at a spacing not more than 50 feet all along the KML boundary of the site before start of work and maintain them throughout the completion of work.
26. The successful bidder shall ensure presence of an authorized person at the work site during working hours. Such an authorized person shall be competent to carry out instructions conveyed to him by the Engineer-in-Charge or an authorized officer.
27. The successful bidder shall comply with all statutory provisions under all Acts, Rules and Regulations prevalent in the state of Punjab.
28. Site Working Hours
- The Contractor shall restrict all desilting and related machinery operations strictly between days hours between sunrise and sunset.
29. During the monsoon season from 1st July to 30th September, desilting operations may be allowed only at the discretion of the Engineer-in-Charge. Desilting operations shall immediately cease in any section of the site where the water level in the creek or waterway runs over the desilting site/working area. Work at the affected section shall only resume after: (a) The water level has sufficiently receded, as determined by the Engineer-in-Charge; (b) A joint reassessment is carried out by the Contractor and the Engineer-in-Charge to verify and quantify the remaining material to be desilted; (c) Written clearance for resumption of work is issued by the Department.
30. In case of serious violations such as non-performance, fraud, misrepresentation, failure to follow safety/environmental norms, or repeated contractual defaults, the Department of Water Resources reserves the right to blacklist the contractor from participating in future tenders of the Water

Resources Department for a period of up to 3 years. The contractor shall also be liable to be reported to the competent authority for further disciplinary action as deemed appropriate. Additionally, the contractor's performance security and EMD, if any, deposited for this work would also be forfeited by the Department.

31. The successful bidder shall be bound to carry out desilting activity only within the area demarcated by the boundary pillars and only up to a depth as specified by the Engineer-in-Charge. Any violation of these conditions will automatically trigger legal action under the law apart from cancellation of tender, blacklisting and forfeiture of security amount.

32. The Contractor shall at its own cost make all suitable arrangements for electricity, water supply, storage of material, electric connection, machinery, watch and ward, fencing and display board showing the details of site for information of the general public.

33. All expenses including but not limited to machinery, labour, statutory levies, cess, transportation, land owner compensation and statutory levies shall be borne exclusively by the contractor. The Government incurs zero cost for the execution of this contract.

34. Contractor will be responsible for any loss of material/machinery damage as a result of flood or any other natural calamity/act of God. Department will not be responsible for any compensation as a result of such damage; the contractor shall be liable to set right such damage at his own risk and cost, within the time frame set by the Engineer-in-Charge.

35. The contractor shall not be entitled to any compensation for any temporary suspension of work, regardless of the reason. However, an extension of time for completion may be granted as provided under Clause 13.

36. If any dispute arises regarding the execution of the work or the interpretation/application of any term or condition of the NIT, it shall be referred to the Chief Engineer/Drainage. Within fifteen (15) days of receiving such notice, the Chief Engineer/Drainage shall provide the bidder with a list of three officers drawn from the panel of mediators approved by the Government of Punjab, none of whom have been directly associated with the work under this concession. The bidder shall, within ten (10) days of receiving the list, select one officer and communicate the name to the Chief Engineer/Drainage. That officer shall then be appointed as the sole mediator.

37. All disputes are subject to the jurisdiction of Civil Court at the district concerned; in case the dispute remains unresolved by the mediation process, the court at district will have jurisdiction to deal with the same.

38. Any clause not included in the DNIT but subsequently mutually accepted will be part and parcel of the terms and conditions. Further, any specification not in conformity with the requirement but subsequently mutually accepted may also be part and parcel of the terms and conditions.

39. If any bidder suppresses any fact in the tender and subsequently it is unearthed, their tender will be rejected and necessary action including total forfeiture of EMD/Security money, rescission of agreement, cancellation of supply order, and barring from participation in future tenders for next three years will be taken against them.

40. Bidder or his authorized representative must himself attend during negotiation/collection of any material/meeting/collection of EMD or security deposit/as and when asked by the tendering authority along with photo/address proof of identity submitted with the tender. If bidder or his authorized

representative fails to maintain direct contact with the tendering authority, the bidder will be blacklisted and EMD/SD will be forfeited.

41. Right to Accept/Reject the Bid: Tendering authority reserves the right to accept or reject any Bid and to annul the tender process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicant(s) of the grounds for such decision.

42. Any excavated material left at the worksite after one month from the date of completion of work shall become the property of the Water Resources Department and no compensation shall be made to the contractor for such material.

43. In case of delay in achieving volume-share milestones as per the schedule in Annexure A, a penalty equivalent to the applicable rate per CFT of shortfall may be levied by the Department.

44. The pre-bid meeting will be held online as per the schedule mentioned in the pre-bid document.

45. During execution of work, competent authorities of WRD will be free to visit the site, and any suggestions/instructions/recommendations given by such authorities will be strictly adhered to by the Contractor/Agency.

46. Details of Land where Desilting is to be Done:

Land Details where Desilting is to be Carried Out (Khasra No.s)	Type of Land (Govt owned / Private / Govt owned but Gardawri on Private Name)	Total Area

47. Contractors defaulting on extracted volume sharing as per the schedule, terms and conditions defined under agreement of already allotted desilting work, shall not be eligible for this work.

48. In cases where the work site falls within land classified as Reserved Forest/Forest Land, the NOC/Forest Clearance shall be applied for by the Water Resources Department through the PARIVESH Portal (MoEF&CC). All statutory processing fees, compensatory levies, and charges associated with such Forest Clearance shall be borne by the Department.

49. Delay attributable to processing of Forest clearance shall be treated as Departmental hindrance and shall be considered for extension of time, without any financial claim against the Department.

50. The contractor must transport all desilted material at their own cost from the work site to designated utilisation locations (such as embankments, flood protection works, canals, or roads) as directed by the Engineer-in charge. If the material cannot be immediately used, it shall be transported to a stockyard identified by the Engineer-in-Charge within a radius of 5 km from the desilting site. The associated costs shall be borne by the bidder. In case, the stockyard is not available within 5 km, then the lead greater than 5 km will be paid to the bidder on Punjab CSR rates.

52. The contractor is fully responsible for the proper stocking, maintenance, fencing, security, and safeguarding of the stored material at the stockyard etc. bearing all associated and incidental costs until the contract is live.

53. In case of two or more identical bids, the successful bidder shall be selected by draw of lots to be held by concerned Executive Engineer.

SALIENT POINTS OF TENDER

1. Enclosures/Complete Tender: The following valid and duly attested documents shall be submitted along with the tender:

- (i) Signed Tender Form – Submission of a signed tender form is mandatory. Bids without a tender form shall be rejected.
- (ii) GST Registration Certificate.
- (iii) PAN Card and Aadhaar Card.
- (iv) Earnest Money Deposit (EMD).
- (v) Proof of Payment of Tender Form Cost.
- (vi) Any other document required under site conditions or as mandated by law.

2. Guidelines for Bidders:

- (i) Tender Form Download: Eligible bidders may download the tender form from <http://eproc.punjab.gov.in>. Any subsequent corrigendum will be available only on the website. Bids must be submitted online within the stipulated time. No bid shall be accepted after the prescribed date and time.
- (ii) Review of DNIT: Bidders are required to thoroughly review the specifications, terms, and conditions contained in the DNIT.
- (iii) Signing of Documents: Each page of the tender form must be duly signed by the bidder.
- (iv) EMD and Tender Fee: The Earnest Money Deposit (EMD) and the cost of the tender form shall be deposited separately through online mode only at <http://eproc.punjab.gov.in>.
- (v) Document Submission: Attested copies of all required documents must be kept ready for submission.
- (vi) Bidder's Sheet: Each item/point in the bidder's sheet must be duly filled in by the bidder.
- (vii) Form of Financial Bid: The Form of Financial Bid (Volume Share Quote) must be duly filled by each bidder.
- (viii) Clarifications: Interested bidders may visit the office of the Executive Engineer, Drainage Division, during working hours on any working day before the final submission date for any clarification.
- (ix) Verification of Documents: At any stage of the tender process, bidders may be required to produce the original copies of the submitted documents for verification.

DECLARATION

I do hereby declare that I have personally gone through the relevant Notice Inviting Tender and understood all the clauses, specifications of tendered items, instructions of the DNIT and having been fully satisfied, I have quoted the volume share. This is further to certify that I have suppressed no facts in the tender which could debar me from participating in the tender. If it is revealed after opening of the tender that any fact has been suppressed by me, the tendering authority shall have the right to reject my tender along with other action against me as per terms and conditions of the tender. I do affirm that all the terms and conditions of DNIT are unconditionally accepted by me. I have no objection if any extra terms and conditions, mutually accepted by me and the Department, are incorporated into the agreement.

AND

I hereby declare that I have not been blacklisted or debarred by any Department, Agency, Corporation, Board, Co-operative Society, or any other institution funded wholly or partly by the State Government, on account of quality compromise or for any other reason in connection with similar works. I further declare that there is no ongoing litigation with any such authority as on the closing date of this tender. I also understand and agree that if, at any stage after the opening of the tender, it is found that the above declaration is false or misleading, my tender/contract shall be liable to cancellation, the deposited Earnest Money/Security Deposit shall be forfeited, and any other penalty as may be decided by the tendering authority shall be imposed upon me.

AND

I undertake to fulfil all statutory requirements as per the provisions of law for the works mentioned in serial No. 01 of District and I undertake to procure all necessary permissions from the concerned departments where Water Resources Department will only help in procuring such, and no claim of any sort will ever be raised by me against Water Resources Department for failing to obtain any such permission from other departments/Panchayats like Forest, NHAI, PWD, Fishery or any other State/Central Governing Body.

AND

I, the undersigned contractor(s) to whom desilting works have already been allotted, do hereby solemnly declare and affirm that I have fully complied with all provisions as per the prescribed schedule of material sharing, terms and conditions stipulated in the agreement(s) of the already allotted desilting works.

AND

I shall obtain, at his own cost and responsibility, all statutory permissions, clearances and No Objection Certificates (NOCs) required from concerned departments/agencies including but not limited to PWD, NHAI, Panchayat, Fisheries and any other State/Central authority necessary for execution of the work.

(Signature of Bidder) Full Name and Seal

BIDDER'S SHEET

Bidders are requested to provide the required information in this sheet. All points are not required for all bidders. They should select their relevant points and fill up accordingly. Other points, not related, may be marked as Not Applicable.

1. Name and detailed mailing address of the Bidder (Firm/Agency) who has participated in the tender along with phone, mobile no., Aadhaar card number (in case of any individual) and fax number with STD code and email.
2. PAN number of bidder:
3. Name of person (proprietor) who has signed the tender paper: Mobile, Phone, Fax No., email address:
4. Details of Earnest Money Deposit (amount, bank name, branch name, form of deposit, instrument no. and date):
5. Details of cost of tender form (amount, bank name, branch name, form of deposit, instrument no. and date):
6. Experience of bidder:
7. List of enclosures:
8. Any other information, if any:

GENERAL TERMS AND CONDITIONS OF TENDER

- 1) Eligibility of Bidder: As stated under Instruction to Bidder.
- 2) Enclosures with Tender: Bidder shall have to submit valid self-attested photo copies (whichever is/are applicable to the bidder) as stated under instruction of bidder. If any applicable paper is not enclosed with any tender, the tendering authority reserves the right to declare the incomplete tender as informal or may ask the bidder to submit the required documents after opening of tender. Besides this, the Department reserves the right to seek any additional information/document at any stage from the bidder after opening of the tender. Tender without earnest money and cost of tender form will be rejected on the opening table.
- 3) Tender Form: As stated on Page 1 of DNIT.
- 4) Mode of Tender Submission: Tender will be submitted online only at <http://eproc.punjab.gov.in> as a two-tier system. The eligibility criteria will be checked during technical evaluation and only eligible bidders will qualify for opening of the financial bid.
- 5) Pre-Bid Meeting: A pre-bid meeting which is optional to attend will be scheduled for clarifying any doubts, and the questions raised will be displayed online before the date of final submission of the tender.
- 6) EMD and Cost of Tender Form: Bidder must deposit the same as stated under instruction to bidder. No transfer of earnest money (Earnest Money or Security Deposit submitted earlier) will be allowed.
- 7) Validity of Bid: Bid volume quoted should remain valid up to completion of work.
- 8) Explanation/Clarification of Tender: If any bidder requires any explanation or clarification of any term or condition of the tender, it must be sought from the tendering authority before participation in the tender.
- 9) Agreement: Agreement will be entered into between the contractor and the Executive Engineer concerned.
- 10) Performance Security and Agreement: After issue of Letter of Acceptance, the successful bidder shall deposit Performance Security calculated @3/cft of bid volume in the form of FDR/Bank Guarantee within 3 days from the date of issue of the Letter of Acceptance and sign the formal agreement with the employer, failing which the deposited earnest money of the bidder will be forfeited to the full extent and the bidder will be declared blacklisted for the next three years.
- 11) Conditional Tender: Tenders with any condition will not be entertained and shall be rejected.
- 12) Dispute and Litigation: In case of any dispute arising out of the contract/purchase order, the mediation clause will be invoked. If not satisfied, the court at district will have jurisdiction to deal with the same and decide any legal matter or dispute whatsoever arising out of the contract/purchase order or tender.

13) Any clause not included in the DNIT but subsequently mutually accepted will be part and parcel of the terms and conditions. Further, any specification not in conformity with the requirement but subsequently mutually accepted may also be part and parcel of the terms and conditions.

14) If any bidder suppresses any fact in the tender and subsequently it is unearthed, their tender will be rejected and necessary positive action including total forfeiture of EMD/Security money, rescission of agreement, cancellation of supply order, and barring from participation in future tenders for next three years will be taken against them.

15) Bidder or his authorized representative must himself attend during negotiation/any meeting/collection of EMD/security deposit/as and when asked by the tendering authority along with photo/address proof of identity submitted with the tender. If bidder or his authorized representative fails to maintain direct contact with the tendering authority, the bidder will be blacklisted and EMD/SD will be forfeited.

16) Right to Accept/Reject the Bid: Tendering authority reserves the right to accept or reject any Bid and to annul the tender process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicant(s) of the grounds for such decision.

FORM FOR FINANCIAL BID – VOLUME SHARE QUOTE

For Work of Sr. No. : “.....”

Description	Total Quantity to be Desilted (cft)	Ceiling Volume (Maximum Retention by Bidder) (90% of Total Qty) (cft)	Volume Share to be Retained by Bidder as per Clause 18 of ITB (cft)
Desilting Contract for site as per the approved DPR	(To be filled by bidder)

NOTES:

1. The bidder must quote a retention volume (CFT to be kept by bidder) equal to or less than the Ceiling Volume specified above. Any bid quoting a retention volume above the Ceiling Volume shall be rejected.
2. The bidder retaining the Lowest Volume Share (CFT) for himself thereby delivering the highest share to the Department shall be declared L1 and awarded the contract.
3. No monetary payment is to be made to the Government. The contract is on a “no cost to Government” basis. All expenses including machinery, labour, statutory levies, cess, transportation and land owner compensation shall be borne by the contractor.
4. The quantity as per the DPR shall be verified by the bidder before bidding for the site. It will be the sole responsibility of the bidder to quote the volume share keeping in mind all parameters including land owner compensation and other stakeholder arrangements.
5. The contractor shall retain the remaining desilted material (Total Desilted Quantity minus Volume Share delivered to Department) subject to compliance with applicable cess, and all statutory rules.
6. All statutory levies, cess, and applicable taxes are the exclusive responsibility of the contractor.

ANNEXURE A

MILESTONE-BASED OBLIGATIONS SCHEDULE

This Annexure sets out the obligations of the Contractor in terms of desilting progress and delivery of the agreed Volume Share (V CFT) to the Department. The contract is executed at no cost to the Government.

Definitions:

- T = Total contract period in days (from date of signing of agreement)
- X = Total quantity of material to be desilted (in CFT) as per approved DPR
- V = Volume Share (in CFT) offered by L1 bidder to the Department (as quoted in Financial Bid)
- Remaining Material = (X - V) CFT, which the contractor may utilize/dispose of subject to statutory compliance

Milestone	Trigger Condition	Cumulative Desilting Progress (% of Total X CFT)	Cumulative Volume Share to be Delivered to Dept. (% of Bid Volume V)
M-1	Within 3 days of issuance of Letter of Acceptance	0% (Pre-mobilisation)	Performance submission + Security mobilisation confirmation
M-2	After T/5 days from date of agreement OR 20% excavation, whichever is earlier	20% of X	20% of V
M-3	After 2T/5 days OR 40% excavation, whichever is earlier	40% of X	40% of V
M-4	After 3T/5 days OR 60% excavation, whichever is earlier	60% of X	60% of V
M-5	After 4T/5 days OR 80% excavation, whichever is earlier	80% of X	80% of V
M-6 (Final)	After T days (completion)	100% of X	100% of V

Notes:

(i) No Monetary Payment: The contractor makes no monetary payment to the Government at any milestone or at any time during the contract. The contractor's obligation is exclusively to deliver V CFT of desilted material to the Department as per the schedule above.

(ii) Contractor's Costs: All expenses including machinery, labour, statutory levies, cess, transportation, land owner compensation and any other statutory or operational costs shall be borne exclusively by the contractor.

(iii) Performance Security: The Performance Security shall be calculated based on 5% of the notional value (calculated @3/cft of bid volume) and shall be submitted within 3 days of issuance of Letter of Acceptance.

(iv) Volume Shortfall: If the contractor fails to deliver the volume share at any milestone within the specified grace period of 3 days, a penalty may be levied by the Department at the applicable scheduled rate per CFT of shortfall.

(v) Milestone M-1 is strictly non-deferrable. The Performance Security and site mobilisation confirmation must be submitted within 3 days of issuance of Letter of Acceptance. Failure shall result in automatic cancellation of bid and forfeiture of EMD.

(vi) Contract Cancellation: In case the contractor fails to meet cumulative milestone obligations within 15 days after the applicable grace period, the contract shall be cancelled and penal action shall be initiated against the L1 bidder.

(vii) Remaining Material: The contractor retains the right to utilize, sell, or transport the remaining desilted material (X – V CFT) subject to full compliance with applicable statutory levies, cess, mining regulations, and all statutory rules.

(viii) The Engineer in charge shall prioritise and explicitly identify the desilted material designated for departmental works (including, but not limited to, embankments, flood protection works, canal banks) in the Contract documents, and formally communicate the same to the Contractor in writing.

Penal Action Clause:

In case the contractor fails to fulfil milestone obligations within 15 days after the grace period, the contract shall be cancelled forthwith and penal action shall be initiated against the L1 bidder. The Performance Security and EMD shall stand forfeited.

GOVERNMENT OF PUNJAB
DEPARTMENT OF WATER RESOURCES

To

All the Deputy Commissioners
In the State of Punjab

Memo No. 3376/CE/DRG/PSWR/2026 Dated: 21/05/26

Subject: Restoration of carrying capacity of rivers/drains at critical sites before ensuring monsoon season.

1.0 Please refer to the above subject matter.

2.0 As you are aware during the last year's flood, a lot of siltation has taken place in all the rivers. Earlier, the Department carried out a detailed exercise to identify such sites which need to be desilted so as to allow free flow of flood water. The Department recently floated tenders to various sites however no bidder in 51 sites came forward. The Department is of the view that these 51 sites are essential to be desilted before the forthcoming monsoon season i.e. by 30th June 2026.

3.0 Earlier, the State Technical Advisory Committee in which various departments of State Government, Central Government and the Deputy Commissioners are also the members, had approved these sites to be desilted as per National Framework for Sediment Management.

4.0 In view of the fact that the sites are critical and need to be desilted and also due to paucity of time, it is requested that:

(i) The Deputy Commissioner may take necessary action while exercising the powers conferred upon them under the Disaster Management Act in respect of these sites.

(ii) The Deputy Commissioners concerned may kindly get the sites desilted in their respective jurisdiction through the respective landowners. In case the landowners are unwilling to undertake the desilting work, the Deputy Commissioners are free to get these sites desilted by any other means available to them so as to avoid any adverse flood situation during the forthcoming monsoon season (without having any adverse financial implications on the State Government).

(iii) For any kind of assistance, the concerned Executive Engineer/Drainage of the Department of Water Resources can be asked to provide any type of technical assistance and also to monitor and

supervise the operations so as to ensure environmental safeguards. In addition to the Executive Engineer/Drainage, the Deputy Commissioners may kindly take the services of any other suitable officer convenient to them.

(iv) This is valid only up to 30th June, 2026. A decision shall thereafter be taken on the basis of the prevailing situation at the time.


Principal Secretary Water Resources

Endst. No. 2377-86 | CE | DRG | PSWR | 2026 **Dated:** 21/05/2026

A copy of the above is forwarded to the following:

- (i) Additional Chief Secretary, Revenue, Punjab.
- (ii) Additional Chief Secretary, Mines & Geology, Punjab.
- (iii) Director, Mines & Geology, Punjab.
- (iv) Chairman, BBMB, Chandigarh
- (v) Chief Engineer/Ranjit Sagar Dam, WRD, Punjab.
- (vi) Chief Engineer/Drainage, WRD, Punjab.
- (vii) Chief Engineer/Canals, WRD, Punjab.
- (viii) All the Superintending Engineer/Drainage, WRD, Punjab
- (ix) All the Executive Engineer/Drainage, WRD, Punjab
- (x) Private Secretary to the Hon'ble Water Resources Minister for kind information of the Hon'ble Minister.


Principal Secretary Water Resources

To,

1. Deputy Commissioners of State.
2. All Superintending Engineer/Drainage,
Department of Water Resources,
3. All Executive Engineer/Drainage, Department of
Water Resources, Punjab

Memo No. 1823-29 / PA / CE / DRG / 2026

Dated: 23/04/2026

Subject – Standard Operating Procedure (SOP) for regulation and execution of Desilting Works by Landowners at Identified Critical Sites

1.0 Please refer to the notification No. IRWR03/2/2026-IW1/218 dated 20.04.2026 on the above subject matter.

2.0 The Council of Ministers in its meeting held on 17.04.2026 had approved the proposal to desilt the most critical sites by the concerned land owners at their cost (copy of the notification is attached herewith).

3.0 With the purpose to regulate the process of desilting in these critical sites, a Standard Operating Procedure as described below has been prepared which shall may be followed in true letter and spirit by all concerned.

- I. Landowners in the 9 identified critical desilting sites are permitted to undertake desilting of rivers/choes/drains at locations identified by the Department at their own cost, without any financial liability on the State Government.
- II. Deputy Commissioner of the district concerned shall ensure that all eligible landowners falling within the notified Khasra numbers are informed through appropriate mode of communication regarding this time-bound permission granted by the Government for undertaking desilting at their own cost.
- III. Excavated material (earth/silt) may be allowed to be utilized free of cost by such landowners as per their requirement.
- IV. The permission is time-bound up to 30.06.2026, in view of urgency before monsoon.
- V. Only concerned landowners with land falling within the approved

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Khasra numbers shall be eligible to undertake desilting.

- VI. The concerned Executive Engineer/Drainage shall supervise and facilitate the desilting operations to ensure that:
- a) The works are carried out strictly as per DPR approved by the State Technical Advisory Committee (STAC);
 - b) No excavation is carried out beyond the approved limits (depth, width, alignment);
 - c) There is no damage to river banks, embankments, or flood protection structures.
 - d) Initial data of all such sites shall be got checked from the Departmental vigilance officers. This exercise shall be got completed within two days for issuance of the S.O.P.
- VII. A District level committee comprising of below mentioned officers is hereby constituted which shall monitor the work -
- a) Deputy Commissioner – Chairman
 - b) Executive Engineer/Drainage – Member Secretary
 - c) District Forest Officer - Member
 - d) District level Officer of PPCB - Member
- VIII. For Government lands, the Executive Engineer/Drainage shall prepare proper use of excavated material.
- IX. Any dispute arising in the implementation of this notification shall be resolved by the Deputy Commissioner who shall take a final decision on the issue and his/her decision shall be final and binding.
- 4.0 This issues with the approval of the Competent Authority.



Chief Engineer/Drainage

CC.

- (i) Principal Secretary, Department of Water Resources, Punjab.
 - (ii) Administrative Secretary, Department of Science, Technology & Environment, Punjab.
 - (iii) Chairman, Punjab Pollution Control Board.
 - (iv) Chief Engineer/Vigilance, Department of Water Resources, Punjab.
- For information please.

GOVERNMENT OF PUNJAB
DEPARTMENT OF WATER RESOURCES
(WORKS BRANCH)
NOTIFICATION

No. WR-IRWR03/2/2026-IW1/218

Dated: 20/04/2026

The Governor of Punjab is pleased to allow the landowners of the below mentioned nine critical desilting sites to undertake desilting at their own cost:


Sr. No	Name of site	River	District	Khasra numbers where desilting is required to be carried out
1	Harshabela	Sutlej	Ropar	35//11, 12, 18, 19, 20, 21, 22, 23, 24 45//3, 4, 5, 6, 7, 8, 12, 13, 14, 15, 16, 17, 18, 19, 25 46//11, 12, 19, 21, 22 48//2 49//4, 6, 7, 14, 15, 16, 17, 24, 25 48//10, 11, 12, 18, 19, 20, 21, 22, 23 59//1, 2, 3, 8, 9, 10, 11, 12, 13, 19, 20 58//4, 5, 6, 15
2	Mandala Tajawal	Sutlej	SBS Nagar	11//25, 12//16/1, 16/2, 12//17/1, 17/2, 12//18/1, 18/2, 12//19/1, 19/2, 12//20/1, 20/2, 12//21, 22, 23, 24, 25, 13//16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 14//21, 22, 16//1, 2, 3, 4, 5, 17//1, 2, 3, 4, 5, 8, 9, 10, 18//4, 5, 6, 7, 8,
3	Wara Kali Roun(Left side)	Sutlej	Ferozpur	5M- 1, 3, 10, 9, 11, 12, 13, 20, 19, 18, 17, 14, 22, 2, 8, 21 8M- 12, 20/2, 11, 10/2, 9, 1, 10/1, 20/1, 19 2M-11, 12, 20, 19, 21, 22, 23 3M- 14, 15, 16, 17, 24, 25 4M-4, 5
4	Wara Kali Roun(Right side)	Sutlej	Ferozpur	15//3/2, 8, 13, 16//14, 15, 16, 17, 25, 15//11/2, 19/2, 20, 21, 22, 23, 16//6, 7, 21//4/2, 21//15, 15//9/2, 12, 16//25/1, 22//1 min, 10, 15//6, 7, 10, 14, 17, 18, 21//5, 6, 22//1, 2, 11, 11M//1, 1, 2, 3, 4, 7, 8, 9, 12, 13, 14, 15, 16, 17, 18/1, 18/2, 23/1, 23/2, 7/2, 3, 4, 7, 11, 12/1, 12/2, 13, 14, 20, 21, 22/1, 22/2, 23, 24, 25, 11M//24/1, 24/2, 25/1, 25/2
5	Ruknewala	Sutlej	Ferozpur	38//16/1, 15/2, 52//9/2, 1/1, 38//21/1, 7//19, 7//12 33//4/1, 4/2, 5/1, 5/2, 6, 7/1, 7/2, 8/1, 8/2, 13/1, 13/2, 14/1, 14/2, 15, 16, 17/1, 17/2, 24, 25, 34//1/1, 1/2, 2/1, 2/2, 9, 10/1, 10/2, 11/1, 11/2, 12/1, 12/2, 19/1, 19/2, 20/1, 20/2/1, 20/2/2, 21, 22/1, 22/2/1, 22/2/2, 23, 39//4, 5, 6, 15, 38//1, 2, 3, 4/1, 4/2, 7/1, 7/2, 8, 9/1, 9/2, 10/1, 10/2, 11, 12, 13, 14/1, 14/2, 15/1, 16/2, 17, 18/1, 18/2, 19, 20,

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6	Khairabet	Sutlej	Ludhiana	Village khaira bet: 104//11,12,13,14,15,18,19,20
7	Karali	Ghaggar	SAS Nagar	Hadbast no.32 Khasra No. 132,249,251,255
8	Bella Karkhana to Phassa	Sutlej	Ropar	Village Phassa: hadbast no 120: 11//14-16, 12//11-13, 12//18-25, 19//3-7, 19//15, 13//21-25, 18//1- 20, 18//24-25, 14//23-25, 17//1-25, 26//1-7; Village malewal: hadbast no: 107, khasra no: 24//1/1, 24//10, 23//4-5, 20//18-23, 21//7, 21//14-17, 21//25, Village rashidpur tapprian, hadbast no 105,106, khasra no. 2//21, 2//22, 3//1-3, 3//8-14, 3//17-18,
9	Burj Tehal Dass	Sutlej	SBS Nagar	Vill Begowal - 43//3-4,7,14- 17,44//20

- (b) The excavated material arising out of such desilting operations may be utilized free of cost by the concerned landowners as per their requirement.
- (c) This permission shall remain valid up to 30th June, 2026, keeping in view the urgency of completing desilting works before the onset of the monsoon season.
- (d) In case any additional critical desilting site comes to the notice of the Department, similar permission may also be extended at such locations by the Department.
- (e) The desilting works shall be carried out under the overall supervision and guidance of the Department of Water Resources to ensure that works are confined to identified locations only, strictly accordingly to the Detailed Project Reports approved by the State Technical Advisory Committee (STAC) and in the Khasra Numbers approved in the DPRs.
- (f) The Department shall issue a separate Standard Operating procedure(SOP) to regulate such desilting sites.

2. This issues with the concurrence of the Department of General Administration (Cabinet Affairs branch) vide its ID Number 01/79/2026-1वेस/1438 dated 17/04/2026.

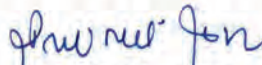
Chandigarh
Date: 20-04-2026


Krishan Kumar, IAS
Principal Secretary, Government of
Punjab, Department of Water Resources

Endst No. WR-IRWR03/2/2026-IW1/219

Dated 20/04/2026

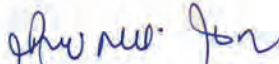
A copy is forwarded to Controller, Printing and Stationery, Punjab, SAS Nagar with instruction that the notifications may be published in the Punjab Government Extra Ordinary Gazette.


Under Secretary,
Department of Water Resources
an

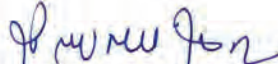
Endst No. WR-IRWR03/2/2026-IW1/220-222 Dated 20/04/2026

A copy of above is forwarded to the following for information and necessary action please.

1. All Chief Engineers, Water Resources Department, Punjab, Chandigarh through Chief Engineer/HQ.
2. Chief Engineer/Drainage-cum-Mining, Water Resources Department, Punjab, Chandigarh.
3. All SEs, Water Resources Department, Punjab, Chandigarh through Chief Engineer/HQ.


Under Secretary,
Department of Water Resources
an

A copy is forwarded to the Department of General Administration (Cabinet Affairs branch) for information and further necessary action.


Under Secretary,
Department of Water Resources
an

To,

The
Superintendent,
Cabinet Affairs
branch.

ID No. WR-IRWR03/2/2026-IW1/223

Dated 20/04/2026

Service of Reply In Original Application No. 316/2026- Kuljinder Singh vs Union of India & Ors.

1 message

SHEENU PRIYA <sheenupriya22@gmail.com>

Mon, May 25, 2026 at 2:14 PM

To: office@ngchamber.com

Sir/Ma'am,

PFA the copy of the reply in the captioned matter.

Regards,

Adv. SHEENU PRIYA,

Advocate,

24, LGF, Feroze Gandhi Road, Lajpat Nagar-3,

Delhi- 110024,

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