

Note for Pad

Starred assembly question No. 33 raised by Sh. Chiranjeev Rao, MLA, Rewari regarding untreated effluent coming from Bhiwadi (Rajasthan) to Dharuhera (Haryana)

It is an interstate matter. Due to natural topography, whereby the flow gradient is towards Haryana, due to more industrialization and urbanization of Bhiwadi town of Rajasthan, polluted water finds its way towards Haryana becomes a matter of concern since 2001, especially in rainy season; situation becomes serious. In order to resolve the issue of untreated effluent from Bhiwadi flowing into Dharuhera, Haryana Government has taken up the matter with the Rajasthan Government by way of regular communications, field visits and joint meetings etc. at various levels the details of which are as under:-

- i) On 01.09.2022, Sh. Rao Inderjit Singh, Hon'ble Minister of State, Government of India, New Delhi, held a meeting at Dharuhera with the officers of Govt. of Rajasthan and Govt. of Haryana to find concrete solution to the problem and various directions were issued to the officers of Govt. of Rajasthan. Minutes of meeting is attached as **Annexure-I**.
- ii) On 09.03.2023, the Chairman, Haryana State Pollution Control Board, Panchkula held a meeting at Dharuhera with the officers of District Administration, Rewari to explore solution. Minutes of meeting is attached as **Annexure-II**.
- iii) On 04.07.2023, a meeting was held between the Deputy Commissioner, Rewari and the District Collector, Alwar alongwith officers from both the states at Bhiwadi (Rajasthan) to discuss the issue.
- iv) On 30.07.2023, Hon'ble Chief Minister, held a meeting at Dharuhera with the officers of Govt. of Rajasthan and Govt. of Haryana and various directions were issued to stop the untreated effluent coming from Bhiwadi and to constitute a joint team within 24 hours to inspect the violating industries in Bhiwadi (Rajasthan). District Administration, Rewari has already

constituted a team within 20 hours but no team has so far been constituted by the District Collector, Alwar. Minutes of meeting is attached as **Annexure-III**.

- v) The Chief Minister, Haryana has sent a D.O. letter dated 21.08.2023 to the Chief Minister, Rajasthan requesting him to direct his officers to be part of joint committee which could periodically meet, monitor and take interim steps for mitigation measures till the final solution in terms of Hon'ble NGT directions are implemented. D.O. letter is attached as **Annexure-IV**
- vi) District Administration Rewari proposed to install 01 No. of Real Time Water Quality Monitoring Station (RTWQMS), 03 Nos. of Flow Meters and 03 Nos. of CCTV Cameras to be installed at the entry point of effluent from Bhiwadi to Dharuhera for monitoring of untreated effluent.
- vii) Haryana State Pollution Control Board, Rewari and National Highway Authority of India (NHAI) has filed a complaint regarding untreated effluent coming from Bhiwadi (Rajasthan) to Dharuhera (Haryana) and FIR has been lodged by the police department for continuous discharge of polluted effluent from Bhiwadi (Rajasthan) to Dharuhera (Haryana).
- viii) Joint sampling by the team of officers from Haryana and Rajasthan of the untreated effluent flowing from Bhiwadi Rajasthan to Dharuhera Haryana is being conducted regularly. Parameters of effluent are exceeding the prescribed limits and sample reports are being shared with the authorities of Rajasthan for taking necessary action. Copies of letter are attached as **Annexure-V**.
- ix) As various agencies of Govt. of Rajasthan have not complied with the directions issued by the Hon'ble NGT vide its order dated 12.12.2017 to stop untreated effluent flowing from Bhiwadi to Dharuhera, Haryana State Pollution Control Board filed an Execution Application No. 42/2019 in the above said matter and the Hon'ble NGT imposed environmental compensation of Rs. 3158.52 Lakhs on various agencies of Govt. of Rajasthan i.e. Rajasthan State Industrial Development and

Investment Corporation Limited (RIICO), Municipal Council, Bhiwadi, Bhiwadi Jal Pradushan Niyamtran Trust (BJPNT) vide order dated 29.10.2021. Further, various departments of Govt. of Rajasthan approached Hon'ble Supreme Court of India and the Apex Court stayed the order dated 29.10.2021 passed by Hon'ble NGT in Execution Application No. 42 of 2019 filed by the HSPCB (**Annexure-VI**). In order to vacate the stay, the Haryana State Pollution Control Board has filed counter affidavit on 28.06.2023 before the Hon'ble Supreme Court of India and the matter is currently sub-judice before the Hon'ble Apex Court.

***33 Sh. Chiranjeev Rao, MLA, Rewari** Will the Chief Minister be pleased to state that:-

- a) Whether it is a fact that chemical mixed water with rain water enter the Dharuhera town from Bhiwadi and floods the parks, Sector-4 and 6 of Dharuhera; and
- b) If so, the steps taken by the Government to solve the above said problem?

SH. MANOHAR LAL, CHIEF MINISTER

Sir,

A Statement is placed on the Table of the House.

Statement referred in reply to * Question No. 33 raised by Sh. Charanjiv Rao, MLA, Rewari.

- a) Yes, Sir. It is a fact that untreated effluent is flowing from Bhiwadi (Rajasthan) to Dharuhera (Haryana), for which regular samples are being collected by the joint team of the Haryana State Pollution Control Board (HSPCB) and the Rajasthan State Pollution Control Board (RSPCB) and as per the analysis reports, parameters of effluent are exceeding the prescribed limits.
- b) In order to resolve the issue, Haryana Government is taking all necessary steps by way of regular communications, field visits and joint meetings, etc. at various levels with the Rajasthan Government. The steps taken by the Government to solve the above said problem are given at **Annexure-I**.

Annexure-I

In order to resolve the issue of untreated effluent from Bhiwadi flowing into Dharuhera, Haryana Government has taken up the matter with the Rajasthan Government by way of regular communications, field visits and joint meetings etc. at various levels the details of which are as under:-

- i. On 01.09.2022, Sh. Rao Inderjit Singh, Hon'ble Minister of State, Government of India, New Delhi, held a meeting at Dharuhera with the officers of Govt. of Rajasthan and Govt. of Haryana to find concrete solution to the problem and various directions were issued to the officers of Govt. of Rajasthan.
- ii. On 09.03.2023, the Chairman, Haryana State Pollution Control Board, Panchkula held a meeting at Dharuhera with the officers of District Administration, Rewari to explore solution.
- iii. On 04.07.2023, a meeting was held between the Deputy Commissioner, Rewari and the District Collector, Alwar alongwith officers from both the states at Bhiwadi (Rajasthan) to discuss the issue.
- iv. On 30.07.2023, Hon'ble Chief Minister, held a meeting at Dharuhera with the officers of Govt. of Rajasthan and Govt. of Haryana and various directions were issued to stop the untreated effluent coming from Bhiwadi and to constitute a joint team within 24 hours, to inspect the violating industries in Bhiwadi (Rajasthan). District Administration, Rewari has already constituted a team within 20 hours but no team has so far been constituted by the District Collector, Alwar.
- v. The Chief Minister, Haryana has sent a D.O. letter dated 21.08.2023 to the Chief Minister, Rajasthan requesting him to direct his officers to be part of joint committee which could periodically meet, monitor and take interim steps for mitigation measures till the final solution in terms of Hon'ble NGT directions are implemented.
- vi. District Administration, Rewari proposed to install 01 No. of Real Time Water Quality Monitoring Station (RTWQMS), 03 Nos. of Flow Meters and 03 Nos. of CCTV Cameras to be installed at the entry

point of effluent from Bhiwadi to Dharuhera for monitoring of untreated effluent.

- vii. Haryana State Pollution Control Board, Rewari and National Highway Authority of India (NHAI) has filed a complaint regarding untreated effluent coming from Bhiwadi (Rajasthan) to Dharuhera (Haryana) and FIR has been lodged by the police department for continuous discharge of polluted effluent from Bhiwadi (Rajasthan) to Dharuhera (Haryana).
- viii. Joint sampling by the team of officers from Haryana and Rajasthan of the untreated effluent flowing from Bhiwadi Rajasthan to Dharuhera Haryana is being conducted regularly and sample reports are being shared with the authorities of Rajasthan for taking necessary action.
- ix. As various agencies of Govt. of Rajasthan have not complied with the directions issued by the Hon'ble NGT vide its order dated 12.12.2017 to stop untreated effluent flowing from Bhiwadi to Dharuhera. Haryana State Pollution Control Board filed an Execution Application No. 42/2019 in the above said matter and the Hon'ble NGT imposed the environmental compensation of Rs. 3,158.52 Lakhs on various agencies of Govt. of Rajasthan i.e. Rajasthan State Industrial Development and Investment Corporation Limited (RIICO), Municipal Council, Bhiwadi, Bhiwadi Jal Pradushan Niyamtran Trust (BJPNT) vide order dated 29.10.2021. Further, various departments of Govt. of Rajasthan approached Hon'ble Supreme Court of India and the Apex Court stayed the order dated 29.10.2021 passed by Hon'ble NGT in Execution Application No. 42 of 2019 filed by the HSPCB. In order to vacate the stay, the Haryana State Pollution Control Board has filed counter affidavit on 28.06.2023 before the Hon'ble Supreme Court of India and the matter is currently sub-judice before the Hon'ble Apex Court.

DRAFT POINTS

Minutes of Meeting held on 01.09.2022 at 11:00 AM regarding "Concrete solution of untreated industrial and domestic effluent coming in Dharuhera" under the Chairmanship of Rao Inderjit Singh, Hon'ble Minister of State (Independent Charge,) Ministry of Statistics and Programme Implementation, Ministry of Planning and MOS M/O Corporate Affairs, Government of India, New Delhi at Jungle Babbler, Tourist Complex, Dharuhera.

The officers/officials of Govt. of Rajasthan/Haryana were present during the meeting as per attendance sheet attached.

Hon'ble Minister has started the meeting and briefed that the issue is pending since 2008-09 and the matter is also pending before the Hon'ble Supreme Court of India. However, on humanitarian ground, concrete solution of untreated industrial and domestic effluent coming in Dharuhera is required.

The various issues discussed in detail pertaining to this matter which are as under:-

- (i) The Officers from Rajasthan intimated that the work of CETP upgradation, re- using of treated effluent, conversion into ZLD, converting open conduit into close conduit, separate drains for gray, trade and rain water was delayed due to COVID. Now they assured that the same will be completed upto May, 2023.
- (ii) They also intimated that three departments are involved to tackle the issue of water pollution in Bhiwadi i.e. RICCO, BIDA & RSPCB.
- (iii) At present untreated effluent flows into territory of Haryana starting from Nagina Drain. The drain size in the territory of Rajasthan is 10 ft. and while entering into the territory of Haryana the drain size reduced to 3 ft. due to that the effluent overflows during the rainy season.
- (iv) The work of installation and commissioning of 5 nos. STPs in Bhiwadi will be completed by May, 2023.
- (v) There is 14 mtr. Slope/Gradient (level difference) between Bhiwadi and Dharuhera. At the starting point of effluent entering into Haryana, there are 03 types of water/effluent i.e.:-
(a) Raining water (b) Domestic Water (c) Industrial water.
- (vi) Under Amrit-I scheme DPR is prepared and 100% work will be completed upto March 2023
Amrit-II scheme - 200 cr. DPR is prepared and will be completed by end of the year 2024.
(a) Total proposed effluent is 34 MLD (New) and Presently 15 MLD effluent is being generated by Bhiwadi.
- (vii) Laying of 158 Km pipe line work is going on and 100% will be completed by May 2023. stated
- (viii) The MD, RIICO has stated that issue of NOC for laying of pipe line is pending with Haryana PWD B&R. The Executive Engineer, PWD B&R, Rewari has intimated that the said road has been transferred from NHAI to PWD B&R, Gurgaon. The action in this regard will be taken by the PWD, Gurgaon (Haryana). Hon'ble Minister has directed the Executive Engineer, PWD (B&R), Rewari to co-ordinate the matter with the concerned officer of PWD, Gurgaon.
- (ix) Hon'ble Minister has also suggested that fortnightly joint sampling of effluent water coming from Bhiwadi to be scheduled by District Administration Rewari along with concerned departments of

Govt. of Rajasthan and data to be shared for better co-ordination between Rajasthan and Haryana.

- (x) Hon'ble Minister has also suggested to get the exact report of flow, quality coming from Bhiwadi into Dharuhera and effluent from Dharuhera.
- (xi) The effluent flowing from Bhiwadi to Dharuhera having parameter exceeding the prescribed limits as accepted by Sh. Amit Sharma, Regional Officer, RSPCB, Bhiwadi and assured to treat the effluent.
- (xii) As per the order dated 12.12.2017 of Hon'ble NGT, 137 industrial units whose application pending with RSPCB, 652 industrial units whose details were not furnished before Hon'ble NGT by Govt. of Rajasthan, needs to be checked and surprise inspection to be carried out by joint team.
- (xiii) Online Monitoring Device to be installed at the entry point of effluent into territory of Haryana.
- (xiv) HSIIDC needs to install CETP for industrial area Dharuhera and committee of HSVP, HSIIDC and representative of industrial association will examine the above said matter.
- (xv) The officers of administration of Rewari have requested Rajasthan Government to share the documents/reports for action taken on these issues.

Meeting ended with the vote of thanks to the Chair.



उपायुक्त कार्यालय, रेवाड़ी
DEPUTY COMMISSIONER OFFICE, REWARI



Subject: -Meeting regarding treatment and disposal of industrial effluents in Bhiwadi – Dharuhera region under Chairmanship of Shri P. Raghavendra Rao (Retd), IAS Chairman, HSPCB.

A meeting was held regarding treatment and disposal of industrial effluents in Bhiwadi – Dharuhera region under Chairmanship of Shri P. Raghavendra Rao (Retd), IAS Chairman, HSPCB at meeting Hall Dharuhera, MC @ 9 March 2023 at 11:00 am.

Proceeding of the meeting: -

Prior to the meeting, the Chair visited various locations in Dharuhera region wherein, industrial effluents are entering Dharuhera from Bhiwadi region and inspected the various aspects related to it.

The Chairman began the discussion by highlighting the industrial water effluents issue in Dharuhera and the need for urgent action to address it. Various views and suggestions were sought from attendees regarding the issue.

Representatives of the industrial association pointed out that the problem has been ongoing for quite a long time and it is affecting the daily lives of the citizens of Dharuhera and industries. Also, representatives of Dharuhera Municipal Committee and Resident Welfare Association pointed out regarding poisoning of ground water and water logging issue.

After a brief discussion, the Chair directed that a Co-ordination Committee would be formed to find solutions to the alarming issue. The Committee would be chaired by Additional Deputy Commissioner, Rewari and would include representatives from line departments and affected stakeholders.

The Committee would consist of the following members: -

1. Subdivisional Magistrate, Rewari.
2. XEN, HSVP.
3. XEN, Public Health.
4. XEN, HSIIDC.
5. DM, HSIIDC, Dharuhera.
6. SE/XEN to be nominated by Project Director, NHA1.
7. Secretary, MC Dharuhera.
8. Regional Officer, HSPCB (Member Secretary).
9. XEN, Irrigation.
10. XEN, PWD B&R.



उपायुक्त कार्यालय, रेवाड़ी
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11. President, RCCI.
12. Shri Bhardwaj, Industrial Assoc. Representative.
13. Chairman, MC, Dharuhera.
14. Shri Dinesh Rao Advocate, Ex. MC, Dharuhera.
15. Ground Water Cell, Incharge.

The primary objective of the Committee is to propose short-term and long-term solutions to the problem. To closely work with the various stake holders to ensure solutions to the problem. The Chairperson, HSPCB stressed the importance of timely action and urged Committee Members to work together to find effective solutions within 15 days positively.

The Chairman of the Constituted Committee was empowered to include any Member for effective proposal of solutions as Special Invitee.

The meeting ended with the Chairperson thanking all the attendees for their participation and emphasizing the need for continued efforts to resolve this issue.


Deputy Commissioner
Rewari 

List of attendees attached herewith.

Copy to all concerned.

Minutes of Meeting held on 30.07.2023 at 09:30 AM regarding “Effluent coming from Bhiwadi (Rajasthan) to Dharuhera (Haryana)” under the Chairmanship of Hon’ble Chief Minister, Haryana at Jungle Babbler, Tourist Complex at Dharuhera.

The following officers/officials of Govt. of Rajasthan/Haryana were present during the meeting as per attendance sheet attached:-

1. Sh. Pardeep Kumar, IAS, Member Secretary, HSPCB, Panchkula
2. Sh. Mohd Imran Raza, IAS, Deputy Commissioner, Rewari
3. Sh. Pukhraj Sen, District Collector, Alwar, Rajasthan
4. Sh. Swapnil Ravindra Patil, IAS, Additional Deputy Commissioner, Rewari
5. Mrs. Shweta Chauhan, IAS, Chief Executive Officer, BIDA, Rajasthan
6. Sh. Uday Singh, HCS, District Municipal Commissioner
7. Sh. Hosyar Singh, HCS, SDM, Rewari
8. Sh. Bijender Singh Nara, Chief Engineer, Irrigation Department
9. Sh. Rakesh Kumar, Chief Engineer, PHED
10. Sh. Sanjeev Budhiraja, SEE, HSPCB, Panchkula
11. Sh. Vinod Balyan, Regional Officer, HSPCB, Rewari
12. Sh. Amit Sharma, Regional Officer, RSPCB, Alwar, Rajasthan
13. Sh. Jai Parkash Tanwar, Executive Engineer, Irrigation Department
14. Sh. Bhupender Singh, Executive Engineer, HSVP
15. Sh. Ravinder Gothwal, Executive Engineer, PHED

Hon’ble Chief Minister of Haryana started the meeting and Worthy Deputy Commissioner, Rewari briefed that the issue is pending since 2008-09 and the matter is also pending before the Hon’ble Supreme Court of India. However, on humanitarian ground, concrete solution of untreated industrial and domestic effluent coming from Bhiwadi (Rajasthan) to Dharuhera (Haryana) is urgently required.

The various issues discussed in detail pertaining to this matter which are as under:-

- (i) Hon’ble Chief Minister, Haryana asked the officers from the Govt. of Rajasthan to either stop the untreated effluent coming from Bhiwadi (Rajasthan) to Dharuhera (Haryana) or only treated water will be allowed to enter. The officers of Rajasthan submitted that they will stop the trade effluent by 31st August 2023.
- (ii) A joint committee of officers from Haryana and Rajasthan to be constituted within 24 hours and the committee will conduct inspections of the industries of Bhiwadi to check the untreated effluent discharge. Govt. of Rajasthan will take immediate action against the violating industries.
- (iii) The officers from Govt. of Rajasthan intimated that there are 3-4 villages in low lying area in their District towards Tauru. They will visit the villages for disposal of the effluent.
- (iv) The Officers from Rajasthan intimated that the work of CETP upgradation, re-use of treated effluent, conversion into ZLD, converting open channel into close conduit, separate drains for gray, trade and rain water was delayed due to COVID-19. Now they assured that the same will be completed upto 31st August, 2023.

- (v) SE, Irrigation, Rewari circle will prepare the estimate for widening of drain from the entry point of effluent coming from Bhiwadi (Rajasthan) to industrial area Dharuhera.
- (vi) Haryana State Pollution Control Board and District Administration Rewari will install 01 Nos. of Real Time Water Quality Monitoring Stations (RTWQMS), 03 Nos. of Flow Meters and 03 Nos. of CCTV Cameras at entry points of effluent coming from Bhiwadi into Dharuhera.
- (vii) The Govt. of Rajasthan will submit the status of installation and commissioning of 5 nos. STPs in Bhiwadi.
- (viii) HSVP and HSIIDC will prepare a map showing the area of both the states i.e. Dharuhera & Bhiwadi from where effluent is entering from Bhiwadi (Rajasthan) to Dharuhera (Haryana).
- (ix) HSIIDC to install CETP for Industrial Area, Dharuhera.
- (x) Joint team of the officers from Haryana and Rajasthan will conduct joint sampling of underground water of the area affected.
- (xi) For ultimate disposal of effluent, a project under micro irrigation to be prepared by Irrigation & PHED Department.
- (xii) The officers of Rajasthan Government to share the documents/reports for action taken on these issues till the date.

Meeting ended with the vote of thanks to the Chair.



उपायुक्त कार्यालय, रेवाड़ी

DEPUTY COMMISSIONER OFFICE, REWARI



प्रेषक

उपायुक्त, रेवाड़ी।

प्रेषित:

जिलाधीश, अलवर

यादी क्रमांक

/ एल.एफ.ए.

दिनांक

विषय:- भिवाड़ी राजस्थान से धारुहेडा, रेवाड़ी (हरियाणा) में आ रहे प्रदूषित पानी बारे।

उपरोक्त विषय के सन्दर्भ में दिनांक 30.07.2023 को माननीय मुख्यमंत्री, हरियाणा सरकार की अध्यक्षता में हुई संयुक्त बैठक में हुए विचार- विमर्श उपरान्त दिए गये दिशा निर्देशों के अनुसार राजस्थान सरकार एवं हरियाणा सरकार से संबंधित प्रशासनिक अधिकारियों की एक संयुक्त कमेटी गठन करने का निर्णय लिया गया है। इस सन्दर्भ में जिला रेवाड़ी, हरियाणा द्वारा नामित संयुक्त कमेटी के लिए सदस्य इस प्रकार से हैं:-

| क्र.स. | अधिकारी का नाम व पद | मो.न. | कार्यालय |
|--------|--------------------------------------|------------|--|
| 1. | श्री विनोद बालयान, क्षेत्रीय अधिकारी | 9416380947 | क्षेत्रीय कार्यालय, एच.एस.पी.सी.बी. रेवाड़ी। |
| 2. | श्री हरिश कुमार, पर्यावरण अभियन्ता | 8570946214 | क्षेत्रीय कार्यालय, एच.एस.पी.सी.बी. रेवाड़ी। |
| 3. | श्री विकास शेवाल, साइंटिस्ट (बी) | 7988428890 | क्षेत्रीय कार्यालय, एच.एस.पी.सी.बी. रेवाड़ी। |
| 4. | श्री पीयूष यादव, साइंटिस्ट (बी) | 8930850840 | मुख्यालय, एच.एस.पी.सी.बी. पंचकुला। |
| 5. | श्री पुरुषोत्तम कुमार, मैनेजर | 9818320496 | एच.एस.आई.आई.डी.सी. धारुहेडा. रेवाड़ी। |

जिलाधीश महोदय, अलवर से अनुरोध है की अपने संबन्धित अधिकारियों के साथ, एवं जिला रेवाड़ी, हरियाणा द्वारा नामित उपरोक्त सदस्यों के साथ संयुक्त कमेटी आज ही गठित कर इस कार्यालय को अवगत कराने का कष्ट करें। गठित संयुक्त कमेटी द्वारा भिवाड़ी (राज.) से धारुहेडा, रेवाड़ी, (हरियाणा) में रसायन युक्त पानी रिसाव करने वाली सभी औद्योगिक इकाईयों को चिन्हित एवं सी.ई.टी.पी./एस.टी.पी. की पूर्ण सर्वे करवाकर तथ्यात्मक रिपोर्ट दिनांक 31.08.2023 तक उपलब्ध करवाने का कष्ट करें ताकि माननीय मुख्यमंत्री, हरियाणा द्वारा वांछित रिपोर्ट उनके कार्यालय में भेजी जा सके। भिवाड़ी क्षेत्र में बन्द सी.टी.पी./एस.टी.पी. को तुरन्त प्रभाव से चलवाने का भी कष्ट करें।

- sd -
उपायुक्त रेवाड़ी।

यादी क्रमांक 4972-78 /

एल.एफ.ए.

दिनांक 31.07.2023

इस पत्र की एक प्रति निम्नलिखित को आवश्यक कार्यावाही एवं सूचनार्थ प्रेषित है:-

1. मुख्य सचिव, हरियाणा सरकार चण्डीगढ़।
2. प्रधान सचिव, मुख्य मंत्री हरियाणा सरकार चण्डीगढ़।
3. चैयरमैन, एच.एस.पी.सी.बी. पंचकुला।
4. उप-मण्डलाधीश अधिकारी, रेवाड़ी।
5. मुख्य कार्यकारी अधिकारी, बी.आई.डी.ए. भिवाड़ी, अलवर
6. क्षेत्रीय अधिकारी, एच.एस.पी.सी.बी. रेवाड़ी।
7. महा-प्रबन्धक, एच.एस.आई.आई.डी.सी. धारुहेडा रेवाड़ी।

उपायुक्त रेवाड़ी



उपायुक्त कार्यालय, रेवाड़ी

DEPUTY COMMISSIONER OFFICE, REWARI

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आज़ादी का
अमृत महोत्सव

स्मरण पत्र - 1

प्रेषक

उपायुक्त, रेवाड़ी।

सेवा में,

जिलाधीश, अलवर।

यादी क्रमांक 4984 / एल.एफ.ए.

दिनांक 07/08/2023

विषय:

भिवाड़ी राजस्थान से धारूहेडा, रेवाड़ी (हरियाणा) में आ रहे प्रदूषित पानी बारे।

इस कार्यालय के पत्र क्रमांक 4971/एल.एफ.ए दिनांक 31.07.2023 की निरंतरता में भेजकर लिखा जाता है कि भिवाड़ी से धारूहेडा क्षेत्र में आ रहे रसायन युक्त पानी के समाधान के लिए दिनांक 30.07.2023 को माननीय मुख्यमंत्री, हरियाणा की अध्यक्षता में हुई बैठक में दिए गये दिशा निर्देशों के अनुसार राजस्थान सरकार एवं हरियाणा सरकार के सम्बंधित प्रशासनिक अधिकारियों की एक संयुक्त कमेटी का गठन करने का निर्णय लिया गया था। इस सम्बंध में जिला रेवाड़ी (हरियाणा) द्वारा संयुक्त कमेटी गठित करके पूर्व में उक्त वर्णित पत्र द्वारा आपको अवगत किया जा चुका है।

परन्तु इस सम्बंध में आपके कार्यालय द्वारा प्रशासनिक अधिकारियों की एक संयुक्त कमेटी का गठन करने बारे कार्यवाही अमल में लाकर इस कार्यालय को सूचित नहीं किया गया है। माननीय मुख्यमंत्री, हरियाणा द्वारा व्यक्तिगत रूप से इस मामले को गंभीरता से लिया गया है। अपेक्षित रिपोर्ट माननीय मुख्यमंत्री, हरियाणा के कार्यालय में भिजवाई जानी है।

अतः आपसे पुनः अनुरोध है कि आप इस सम्बंध में अपना निजी ध्यान देते हुए एक संयुक्त कमेटी गठित करके इस कार्यालय को अवगत कराने का कष्ट करे ताकि माननीय मुख्यमंत्री, हरियाणा को वांछित रिपोर्ट भेजी जा सके। इसके अतिरिक्त भिवाड़ी क्षेत्र के बन्द सी.ई.टी.पी./एस.टी.पी. को तुरन्त प्रभाव से चलवाने का भी कष्ट करें।


उपायुक्त रेवाड़ी।

यादी क्रमांक 4985-91/एल.एफ.ए.

दिनांक 07/08/2023

इस पत्र की एक प्रति निम्नलिखित को आवश्यक कार्यवाही एवं सूचनार्थ प्रेषित है :-

1. मुख्य सचिव, हरियाणा सरकार, चण्डीगढ़।
2. प्रधान सचिव, मुख्यमंत्री हरियाणा सरकार, चण्डीगढ़।
3. चैयरमैन, हरियाणा राज्य प्रदूषण नियंत्रण बोर्ड, पंचकुला।
4. मुख्य कार्यकारी अधिकारी, भिवाड़ी इंटीग्रेटेड विकास प्राधिकरण (BIDA) भिवाड़ी, अलवर (राजस्थान)।
5. उप-मण्डल अधिकारी (ना0), रेवाड़ी।
6. क्षेत्रीय अधिकारी, हरियाणा राज्य प्रदूषण नियंत्रण बोर्ड, रेवाड़ी।
7. महाप्रबन्धक, एच.एस.आई.आई.डी.सी. धारूहेडा।


उपायुक्त रेवाड़ी।



उपायुक्त कार्यालय, रेवाड़ी

DEPUTY COMMISSIONER OFFICE, REWARI

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आजादी
अमृत महोत्सव

प्रेषक

उपायुक्त, रेवाड़ी।

प्रेषित:

जिलाधीश, अलवर

यादी क्रमांक 4971 / एल.एफ.ए.

दिनांक 31.07.2023


विषय:-

भिवाड़ी राजस्थान से धारुहेडा, रेवाड़ी (हरियाणा) में आ रहे प्रदूषित पानी बारे।

उपरोक्त विषय के सन्दर्भ में दिनांक 30.07.2023 को माननीय मुख्यमंत्री, हरियाणा सरकार की अध्यक्षता में हुई संयुक्त बैठक में हुए विचार-विमर्श उपरान्त दिए गये दिशा निर्देशों के अनुसार राजस्थान सरकार एवं हरियाणा सरकार से संबंधित प्रशासनिक अधिकारियों की एक संयुक्त कमेटी गठन करने का निर्णय लिया गया है। इस सन्दर्भ में जिला रेवाड़ी, हरियाणा द्वारा नामित संयुक्त कमेटी के लिए सदस्य इस प्रकार से हैं:-

| क्र.स. | अधिकारी का नाम व पद | मो.न. | कार्यालय |
|--------|--------------------------------------|------------|--|
| 1. | श्री विनोद बालयान, क्षेत्रीय अधिकारी | 9416380947 | क्षेत्रीय कार्यालय, एच.एस.पी.सी.बी. रेवाड़ी। |
| 2. | श्री हरिश कुमार, पर्यावरण अभियन्ता | 8570946214 | क्षेत्रीय कार्यालय, एच.एस.पी.सी.बी. रेवाड़ी। |
| 3. | श्री विकास गेवाल, साइंटिस्ट (बी) | 7988428890 | क्षेत्रीय कार्यालय, एच.एस.पी.सी.बी. रेवाड़ी। |
| 4. | श्री पीयूष यादव, साइंटिस्ट (बी) | 8930850840 | मुख्यालय, एच.एस.पी.सी.बी. पंचकुला। |
| 5. | श्री पुरुषोत्तम कुमार, मैनेजर | 9818320496 | एच.एस.आई.आई.डी.सी. धारुहेडा. रेवाड़ी। |

जिलाधीश महोदय, अलवर से अनुरोध है की अपने संबन्धित अधिकारियों के साथ, एवं जिला रेवाड़ी, हरियाणा द्वारा नामित उपरोक्त सदस्यों के साथ संयुक्त कमेटी आज ही गठित कर इस कार्यालय को अवगत कराने का कष्ट करें। गठित संयुक्त कमेटी द्वारा भिवाड़ी (राज.) से धारुहेडा, रेवाड़ी, (हरियाणा) में रसायन युक्त पानी रिसाव करने वाली सभी औद्योगिक इकाईयों को चिन्हित एवं सी.ई.टी.पी./एस.टी.पी. की पूर्ण सर्वे करवाकर तथ्यात्मक रिपोर्ट दिनांक 31.08.2023 तक उपलब्ध करवाने का कष्ट करें ताकि माननीय मुख्यमंत्री, हरियाणा द्वारा वांछित रिपोर्ट उनके कार्यालय में भेजी जा सके। भिवाड़ी क्षेत्र में बन्द सी.टी.पी./एस.टी.पी. को तुरन्त प्रभाव से चलवाने का भी कष्ट करें।


उपायुक्त रेवाड़ी।

यादी क्रमांक

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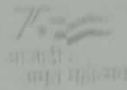
एल.एफ.ए.

दिनांक

इस पत्र की एक प्रति निम्नलिखित को आवश्यक कार्यावाही एवं सूचनार्थ प्रेषित है:-

1. मुख्य सचिव, हरियाणा सरकार चण्डीगढ़।
2. प्रधान सचिव, मुख्य मंत्री हरियाणा सरकार चण्डीगढ़।
3. चैयरमैन, एच.एस.पी.सी.बी. पंचकुला।
4. उप-मण्डलाधीश अधिकारी, रेवाड़ी।
5. मुख्य कार्यकारी अधिकारी, बी.आई.डी.ए. भिवाड़ी, अलवर
6. क्षेत्रीय अधिकारी, एच.एस.पी.सी.बी रेवाड़ी।
7. महा-प्रबन्धक, एच.एस.आई.आई.डी.सी. धारुहेडा रेवाड़ी।

-sd-
उपायुक्त रेवाड़ी

| | | |
|---|--|---|
|  | उपायुक्त कार्यालय, रेवाड़ी DEPUTY COMMISSIONER OFFICE, REWARI |  |
|---|--|---|

To

The Chairman,
Haryana State Pollution Control Board,
Panchkula

Memo No. 4983 /LFA

Dated:- 4/8/23

Sub.-: Regarding installation of Real Time Water Quality Monitoring Station (RTWQMS), Flow Meters, CCTV Cameras.

Ref.- Visit of Hon'ble Chief Minister, Haryana on dated 30.07.2023.

In this connection, it is submitted that a meeting of officers of Rajasthan and Haryana was held on 30.07.2023 at Jungle Babbler, Tourism Complex at Dharuhera under the Chairmanship of Hon'ble Chief Minister, Haryana. During meeting, Hon'ble Chief Minister, Haryana was apprised that 03 Nos. Real Time Water Quality Monitoring Station (RTWQMS), 03 Nos. Flow Meters and CCTV Cameras are proposed to be installed at the entry points of effluent coming from Bhiwadi (Rajasthan) into Dharuhera (Haryana). The location identified for installation of 03 Nos. of Real Time Water Quality Monitoring Station (RTWQMS), 03 Nos. of flow meters and 10 Nos. of CCTV Cameras alongwith coordinates are mentioned as under:-

Location and Coordinates of proposed monitoring stations

| | | |
|---|-----------|------------|
| Location-1 (Near Nagina Garden in front of Main Gate of Village Maheshwari, Dharuhera) | Latitude | 28.209227N |
| | Longitude | 76.814717E |
| Location-2 (Drain-1 i.e. Opposite side of Bharat Petroleum Pump, Sohna Road, Dharuhera) | Latitude | 28.208115N |
| | Longitude | 76.805469E |
| Location-3 (Drain-2 i.e. Near Bharat Petroleum Pump, Sohna Road, Dharuhera) | Latitude | 28.207947N |
| | Longitude | 76.805488E |




उपायुक्त कार्यालय, रेवाड़ी
DEPUTY COMMISSIONER OFFICE, REWARI

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आजादी
अमृत महोत्सव

Further, Regional Office, HSPCB, Rewari has recovered Environment Compensation of Rs.2,22,77,500/- from the defaulting units under their jurisdiction. Please find enclosed herewith the estimate for providing and installation of above mentioned devices to be provided by HSPCB. These devices are required to be procured by Head Office, Haryana State Pollution Control Board, Panchkula against the amount recovered as Environment Compensation.

Submitted for information and further necessary action please.


Deputy Commissioner,
Rewari 

/2023

Haryana State Pollution Control Board

Regional Office, Rewari at SCO-D6 & D-7,
Suncity Commercial Complex, Sector-6, A-Block Rewari
Tele Fax: 01274-244241, E-Mail: hspcbrodr@gmail.com

To

The Additional Deputy Commissioner
Rewari

Sub.- Regarding estimate of Online monitoring devices, flow meters, CCTV cameras.

Ref.- Worthy ADC, Rewari letter vide Memo No. 856 dated 17.06.2023 and Head office letter No. I/169746/2023 dated 26.07.2023.

In reference to the Memo No. 856 dated 17.06.2023 received from your good office, this office received the estimate of 03 nos. online monitoring devices, 03 nos. Flow meters and 10 Nos. CCTV camera including installation charges to be installed at the entry points of effluent coming from Bhiwadi (Rajasthan) into Dharuhera region from Head Office vide letter No. I/169746/2023 dated 26.07.2023 (Copy attached), wherein, It is intimated that HSPCB has floated a tender of Real Time Water Quality Monitoring Stations (RTWQMS) whose estimated cost is approximately Rs. 1 Crore per station which involves the installation & commissioning of the station and 5 year term of Operation and Maintenance.

Therefore, the estimated cost for 3 RTWQM Stations shall be Rs. 3 crores having 5 years of Operation and Maintenance.

Submitted for information and further necessary action please.

DA/- As above

Digitally Signed by Vinod
Balyan
Date: 26-07-2023 16:59:
Regional Officer
Rewari Region

CC:

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

1. The Deputy Commissioner, Rewari.
2. The Sr. Environmental Engineer, Water Cell (HQ)

HARYANA STATE POLLUTION CONTROL BOARD
C-11, Sector-6, Panchkula Ph-01722577870-73,
E-mail: hspcbscientific@gmail.com

No. HSPCB/SSC/2023/

Dated: 26.07.2023

To,

Regional Offier
Dharuhera, HSPCB.

Sub: Regarding estimate of Online monitoring devices, flow meter, CCTV cameras

Ref. Letter by RO, Dharuhera dated 25.07.2023

You have requested vide letter dated 25.07.2023 to provide the estimate of 03 nos. online monitoring devices, 03 nos. Flow meters and 10 Nos. CCTV camera including installation charges to be installed at the entry points of effluent coming from Bhiwadi (Rajasthan) into Dharuhera region.

It is intimated that HSPCB has floated a tender of Real Time Water Quality Monitoring Stations (RTWQMS) whose estimated cost is approximately **Rs. 1 Crore per station** which involves the installation & commissioning of the station and 5 year term of Operation and Maintenance.

Therefore, the estimated cost for 3 RTWQM Stations shall be Rs. 3 crores having 5 years of Operation and Maintenance.

Submitted for information and further necessary action, please.

Digitally Signed by
Jatinder Pal Singh

Sr. Env Engineer (SSC)
Date: 26.07.2023 14:30:52
Reason: Approved
For HSPCB

मनोहर लाल
MANOHAR LAL



D.O. No. CMH-2023 /160./21.08.23

मुख्य मन्त्री, हरियाणा,
चण्डीगढ़।

CHIEF MINISTER, HARYANA,
CHANDIGARH.

Dated21.08.2023.....

Subject: Regarding untreated effluent coming from Bhiwadi (Rajasthan) to Dharuhera (Haryana).

Respected Sh. Ashok Gehlot Ji

I wish to bring to your notice the issue of release of untreated effluent from the Bhiwadi industrial area, Rajasthan into the city of Dharuhera in Haryana. The release of untreated industrial effluent into the residential areas of Dharuhera has been a matter of deep concern for the people residing in the area and for the Government of Haryana. The matter had also been taken up by the National Green Tribunal (NGT) and certain directions have been issued by NGT for mitigating this problem. While Government of Rajasthan has initiated certain steps to mitigate this problem, nevertheless the time taken for mitigation and the monitoring of the mitigation measures in the meanwhile, have not been clearly specified.

I had spoken to you on this issue on 29th July, 2023 following which officers from the two States were in touch. As was decided, a joint team of officers of Rajasthan and Haryana was to be constituted so that the action being taken by Rajasthan and the adequacy of mitigation measures could be mutually discussed and the affected people informed accordingly. Based on this understanding, Deputy Commissioner, Rewari had written to District Collector, Alwar for nominating a team of five officers vide his letter dated 31.07.2023. I am informed by Deputy Commissioner, Rewari that despite reminders they are not getting any response from officers of Rajasthan.

I believe that you are interested in resolving this problem. I would be happy if you could kindly direct your officers concerned to be a part of the joint committee which could periodically meet, monitor and take interim steps in this regard till the final solution in terms of NGT directions are implemented.

With Regards

Yours sincerely,

MANOHAR LAL

(Manohar Lal)

Shri Ashok Gehlot,
Chief Minister, Rajasthan,
Jaipur-302005.

Office : 4th Floor, Haryana Civil Secretariat, Chandigarh - 160001, Ph. 0172-2749396, 0172-2740995 (Fax)

Resi. : H.No. 1, Sector-3, Chandigarh - 160001, Ph. 0172-2749394, 0172-2740596 (Fax)

email : cmharyana@nic.in



Laboratory Of The
Haryana State Pollution Control Board
Vikas Sadan 1st Floor Gurgaon

Tel-2332596

Paid / Monitoring

Description :-

- (1) Drain (1) Effluent Flowing from Bhiwadi to Dharuhera in front of BPCL Petrol Pump, Dharuhera Report No: 32-33

Station Code- DHR-RDQ-001, 28.2082025 N, 76.8058042 E

Dated :16-05-2023

- (2) Drain (2) Effluent Flowing from Bhiwadi to Dharuhera in front of BPCL Petrol Pump, Dharuhera 28.2079114 N, 76.8055534 E

Description of the Sample: - Received on 05-05-2023 a sample of Trade effluent / domestic effluent from, Dr. Satyavan Singh, SO, RSPCB, Bhiwadi & Dr. R.S Meena, SSO, RSPCB & Sh. Harish Kumar, AEE & collected on 05-05-2023 from Drain Effluent Point.

**ANALYSIS REPORT
RESULTS**

| Sr. No. | Parameters | Drain (1) | Drain (2) |
|---------|----------------------------------|-----------|-----------|
| 1. | Colour | Blackish | Blackish |
| 2. | Odour | Pungent | Pungent |
| 3. | pH value | 7.4 | 7.9 |
| 4. | Suspended Solids mg/l | 242 | 286 |
| 5. | B.O.D. for 3 days at 27°C mg/l | 135 | 165 |
| 6. | C.O.D. mg/l | 372 | 408 |
| 7. | Oil & Grease mg/l | 6.0 | 6.0 |
| 8. | Conductivity us/cm | 3240 | 3570 |
| 9. | Total Dissolved Solids mg/l | 1760 | 1805 |
| 10. | Chlorides as Cl mg/l | 325 | 375 |
| 11. | Iron as Fe mg/l | 1.7 | 1.9 |
| 12. | Phosphate as P mg/l | 4.4 | 4.9 |
| 13. | Sulphide as S mg/l | 3.2 | 3.6 |
| 14. | Zinc as Zn mg/l | 0.5 | 0.9 |
| 15. | Nickel as Ni mg/l | 1.6 | 1.1 |
| 16. | Total Chromium as Cr mg/l | ND | ND |
| 17. | Boron as B mg/l | ND | ND |
| 18. | Nitrite (NO ₂) mg/l | 44.8 | 54.4 |
| 19. | Nitrate (NO ₃) mg/l | 18.2 | 23.6 |
| 20. | Dissolved Oxygen, mg/l | 2.9 | 2.5 |
| 21. | Turbidity as NTU | 68.4 | 66.8 |
| 22. | Total Coliform, MPN/100 ml | 94000 | 110000 |
| 23. | Fecal Coliform, MPN/100ml | 37000 | 48000 |
| 24. | Streptococci, MPN/100ml | 12000 | 17000 |
| 25. | Sodium Absorption Ratio (S.A.R.) | 7.6 | 11.8 |

Sample Collected/Not Collected by us
Sample Consumed in testing

HSPCB/Lab/GR/2023/152

Copy to M.S./R.O.

LAB INCHARGE

Dated 16.05.2023



Laboratory Of The
Haryana State Pollution Control Board
Vikas Sadan Ist Floor Gurgaon

Tel-2332596

Paid / Monitoring

Description :-

- (1) Drain (1) Effluent Flowing from Bhiwadi to Dharuhera in front of BPCL Petrol Pump, Dharuhera Report No: 105-106
Station Code- DHR-RDQ-001, 28.208187 N, 76.2078970 E Dated :07-07-2023
- (2) Drain (2) Effluent Flowing from Bhiwadi to Dharuhera in front of BPCL Petrol Pump, Dharuhera 28. 2079114 N, 76.8055534 E

Description of the Sample: - Received on 28-06-2023 a sample of Trade effluent / domestic effluent from, Dr. Satyavan Singh, SO, RSPCB, Bhiwadi & Dr. R.S Meena, SSO, RSPCB & Sh. Harish Kumar, EE & collected on 28-06-2023 from Drain Effluent Point.

**ANALYSIS REPORT
RESULTS**

| Sr. No. | Parameters | Drain (1) | Drain (2) |
|---------|------------------------------------|-----------|-----------|
| 1. | Colour | Blackish | Blackish |
| 2. | Odour | Pungent | Pungent |
| 3. | pH value | 6.7 | 7.2 |
| 4. | Suspended Solids mg/l | 272 | 246 |
| 5. | B.O.D. for 3 days at 27°C mg/l | 170 | 135 |
| 6. | C.O.D. mg/l | 564 | 484 |
| 7. | Oil & Grease mg/l | 12.0 | 9.0 |
| 8. | Conductivity us/cm | 2250 | 2010 |
| 9. | Total Dissolved Solids mg/l | 1164 | 980 |
| 10. | Chlorides as Cl mg/l | 395 | 320 |
| 11. | Iron as Fe mg/l | 2.9 | 1.4 |
| 12. | Phosphate as P mg/l | 6.6 | 4.8 |
| 13. | Sulphide as S mg/l | 4.4 | 3.6 |
| 14. | Zinc as Zn mg/l | 0.9 | 0.7 |
| 15. | Nickel as Ni mg/l | 1.4 | 0.5 |
| 16. | Total Chromium as Cr mg/l | ND | ND |
| 17. | Boron as B mg/l | ND | ND |
| 18. | Nitrite (NO ₂) mg/l | 84.2 | 60.6 |
| 19. | Nitrate (NO ₃) mg/l | 40.4 | 24.2 |
| 20. | Dissolved Oxygen, mg/l | 1.2 | 1.9 |
| 21. | Turbidity as NTU | 58.8 | 46.0 |
| 22. | TKN (Total Kjeldhal Nitrogen) mg/l | 176 | 108 |
| 23. | Total Coliform, MPN/100 ml | 133000 | 110000 |
| 24. | Fecal Coliform, MPN/100ml | 72000 | 59000 |
| 25. | Streptococci, MPN/100ml | 22000 | 17000 |
| 26. | Sodium Absorption Ratio (S.A.R.) | 17.8 | 9.4 |

Sample Collected/Not Collected by us
Sample Consumed in testing

HSPCB/Lab/GR/2023/482
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V. Singh
LAB INCHARGE

Dated 07.07.2023



Paid / Monitoring

Description :-

(1) Drain (1) Effluent Flowing from Bhiwadi to Dharuhera In front of BPCL Petrol Pump, Dharuhera Report No: 163-164

Station Code- DHR-RDQ-001, 28.208187 N, 76.2078970 E

Dated : 28-07-2023

(2) Drain (2) Effluent Flowing from Bhiwadi to Dharuhera In front of BPCL Petrol Pump, Dharuhera 28. 2079114 N, 76.8055534 E

Description of the Sample: - Received on 21-07-2023 a sample of Trade effluent / domestic effluent from, Dr. Satyavan Singh, SO, RSPCB, Bhiwadi & Sh. Harish Kumar, EE & collected on 21-07-2023 from Drain Effluent Point.

**ANALYSIS REPORT
RESULTS**

| Sr. No. | Parameters | Drain (1) | Drain (2) |
|---------|------------------------------------|-----------|-----------|
| 1. | Colour | Blackish | Blackish |
| 2. | Odour | Pungent | Pungent |
| 3. | pH value | 7.1 | 7.6 |
| 4. | Suspended Solids mg/l | 214 | 284 |
| 5. | B.O.D. for 3 days at 27°C mg/l | 145 | 105 |
| 6. | C.O.D. mg/l | 480 | 416 |
| 7. | Oil & Grease mg/l | 14 | 10 |
| 8. | Conductivity us/cm | 2670 | 2580 |
| 9. | Total Dissolved Solids mg/l | 1230 | 1120 |
| 10. | Chlorides as Cl mg/l | 410 | 380 |
| 11. | Iron as Fe mg/l | 1.6 | 0.7 |
| 12. | Phosphate as P mg/l | 3.9 | 2.2 |
| 13. | Sulphide as S mg/l | 2.4 | 2.0 |
| 14. | Zinc as Zn mg/l | 1.4 | 0.9 |
| 15. | Nickel as Ni mg/l | 0.8 | 1.2 |
| 16. | Total Chromium as Cr mg/l | ND | ND |
| 17. | Boron as B mg/l | ND | ND |
| 18. | Nitrite (NO ₂) mg/l | 52 | 48 |
| 19. | Nitrate (NO ₃) mg/l | 21.6 | 20 |
| 20. | Dissolved Oxygen, mg/l | 2.8 | 3.4 |
| 21. | Turbidity as NTU | 68.4 | 56.1 |
| 22. | TKN (Total Kjeldhal Nitrogen) mg/l | 186 | 92 |
| 23. | Total Coliform, MPN/100 ml | 121000 | 172000 |
| 24. | Fecal Coliform, MPN/100ml | 67000 | 92000 |
| 25. | Streptococci, MPN/100ml | 1600 | 2900 |
| 26. | Sodium Absorption Ratio (S.A.R.) | 20 | 16 |

Sample Collected/Not Collected by us
Sample Consumed in testing

HSPCB/Lab/GR/2023/ 632

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LAB INCHARGE

Dated 28/7/23



Laboratory Of The
Haryana State Pollution Control Board
Vikas Sadan Ist Floor Gurgaon

Tel-2332596

Paid / Monitoring

Description :-

- (1) Drain (1) Effluent Flowing from Bhiwadi to Dharuhera near BP Petrol Pump,
Sohna Road (RHS of Dharuhera to Sohna Road), Dharuhera
Station Code- DHR-RDQ-001, N 28°12'29.53692" , E 76°48'21.204"
- (2) Drain (2) Effluent Flowing from Bhiwadi to Dharuhera near BP Petrol Pump,
Sohna Road (LHS of Dharuhera to Sohna Road) Dharuhera N 28. 12'29.97576"
, E 76°48'19.99008"

Report No: 201-202

Dated : 21-08-2023

Description of the Sample: - Received on 14-08-2023 a sample of Trade effluent / domestic effluent from, Dr. Satyavan Singh, SO, RSPCB, Bhiwadi & Sh. Manjeet Singh, SDO Irrigation (Rewari) & Sh. Vikas Grewal, Sc 'B' collected on 14-08-2023 from Drain Effluent Point.

**ANALYSIS REPORT
RESULTS**

| Sr. No. | Parameters | Drain (1) | Drain (2) |
|---------|------------------------------------|-----------|-----------|
| 1. | Colour | Blackish | Blackish |
| 2. | Odour | Pungent | Pungent |
| 3. | pH value | 6.7 | 6.8 |
| 4. | Suspended Solids mg/l | 372 | 316 |
| 5. | B.O.D. for 3 days at 27°C mg/l | 155 | 140 |
| 6. | C.O.D. mg/l | 504 | 468 |
| 7. | Oil & Grease mg/l | 16.0 | 14.0 |
| 8. | Conductivity us/cm | 3270 | 3480 |
| 9. | Total Dissolved Solids mg/l | 1666 | 1718 |
| 10. | Chlorides as Cl mg/l | 590 | 540 |
| 11. | Iron as Fe mg/l | 2.1 | 1.5 |
| 12. | Phosphate as P mg/l | 5.2 | 4.8 |
| 13. | Sulphide as S mg/l | 3.2 | 3.6 |
| 14. | Zinc as Zn mg/l | 1.9 | 2.1 |
| 15. | Nickel as Ni mg/l | 1.1 | 0.9 |
| 16. | Total Chromium as Cr mg/l | ND | ND |
| 17. | Boron as B mg/l | ND | ND |
| 18. | Nitrite (NO ₂) mg/l | 92.6 | 76.2 |
| 19. | Nitrate (NO ₃) mg/l | 32.4 | 22.8 |
| 20. | Dissolved Oxygen, mg/l | 2.1 | 2.6 |
| 21. | Turbidity as NTU | 59.4 | 48.0 |
| 22. | TKN (Total Kjeldhal Nitrogen) mg/l | 212 | 184 |
| 23. | Total Coliform, MPN/100 ml | 510000 | 470000 |
| 24. | Fecal Coliform, MPN/100ml | 194000 | 184000 |
| 25. | Streptococci, MPN/100ml | 8800 | 7700 |
| 26. | Sodium Absorption Ratio (S.A.R.) | 28.2 | 21.6 |

Sample Collected/Not Collected by us
Sample Consumed in testing

HSPCB/Lab/GR/2023/ 782

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LAB INCHARGE

Dated 21.08.2023

ITEM NO.13 Court 7 (Video Conferencing)

SECTION XVII

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

Civil Appeal No(s). 1722/2022

BHIWADI JAL PRADUSHAN NIWARAN TRUST

Appellant(s)

VERSUS

SUMITRA DEVI & ORS.

Respondent(s)

(IA No.30998/2022-EXEMPTION FROM FILING C/C OF THE IMPUGNED JUDGMENT)

Date : 21-03-2022 This appeal was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE S. ABDUL NAZEER
HON'BLE MR. JUSTICE VIKRAM NATH

For Appellant(s)

Mr. S.B.Upadhyay, Sr. Adv.
Mr. Pawan R.Upadhyay, Adv.
Mrs. Sharmila Upadhyay, Adv.
Mr. Himanshu Rao, Adv.
Mr. Nishant Kumar, Adv.
Mr. Gaurav Prakash Pathak, Adv.
For M/S. Unuc Legal LLP, AOR

For Respondent(s)

UPON hearing the counsel the Court made the following
O R D E R

Application for exemption from filing certified copy of the impugned judgment is allowed.

Issue notice.

Until further orders, there shall be stay of the operation of the impugned order passed by the National Green Tribunal, Principal Bench, New Delhi.

Tag with Civil Appeal No.1377 of 2022.

Signature Not Verified
Digitally signed by
Anita Malhotra
Date: 2022.03.22
17:09:25 IST
Reason: 

(ANITA MALHOTRA)
COURT MASTER

(ANJU KAPOOR)
COURT MASTER

Haryana State Pollution Control Board

Address: C-11, Sec-6, Panchkula, Haryana (India)

INTERNATIONAL COMPETITIVE BIDDING

FOR

**SUPPLY OF DATA OF REAL TIME
WATER QUALITY MONITORING
STATIONS (RTWQMS)**

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Important: Bidders are expected to examine the Bidding Documents carefully and are deemed to have received and read all documents. It shall be the responsibility of the Bidder to request copies of any missing documents. Failures to do so will be at the Bidder's risk.



HARYANA STATE POLLUTION CONTROL BOARD

C-11, SECTOR-6, PANCHKULA

Ph. 0172-2577870-73

Email-hspcbscientific@gmail.com

HSPCB

The Global e-tenders are hereby invited on the behalf of Haryana State Pollution Control Board under **Two Bid System** for the following works to be carried out from the eligible parties as per details given below.

| Tender Ref. No. | HSPCB/e-Tender/ |
|---|--|
| Description of Item | Procurement of Real Time Water Quality Monitoring data in Haryana at 5 locations on Rivers |
| Quantity | 5 (Five) |
| Estimated Cost | 4.5 Crore |
| Earnest Money | 13.5 Lakh |
| Tender Fee (Non-refundable) | Rs. 5000 |
| e-service Fees (Non -refundable) | Rs. 1180/- |
| Start date of bid submission | 06.06.2023 |
| Expiry date and time for Bid preparation & submission | 21.06.2023 till 05.00 PM |
| Date and time of Tender Opening (Technical Bid Part-I) | 22.06.2023 |
| Date and time of Tender Opening (Financial Bid Part-II) | To be intimated later |
| Expiry date and time for EMD of Bid submission | 21.06.2023 till 05.00 PM |

The complete bidding documents, fee details, technical specifications and key dates can be viewed/downloaded from the web sites <https://etenders.hry.nic.in> and www.hspcb.gov.in Bid through any other mode shall not be entertained. Please note that Chairman, HSPCB reserves the right to accept or reject the tendering process at any stage without assigning any reason whatsoever.

Member Secretary
Haryana State Pollution Control Board

DETAIL NOTICE INVITING TENDER

e-Tender is invited for purchase of below mentioned items in single stage two cover system i.e. Request for Pre- Qualification / Technical Bid (online Bid under PQQ / Technical Envelope) and Request for Financial Bid (comprising of price bid Proposal under online available Commercial Envelope):-

| | |
|---|--|
| Sr. No. | |
| Description of work/ Items | Procurement of Real Time Water Quality Monitoring data in Haryana at 5 locations on Rivers |
| EMD to be deposited by Bidder | 13.5 Lakh |
| Tender Document Fee & eServiceFee (Rs.) | Rs. 5000/-(Tender document Fees) and Rs. 1180/-(e service fees) |
| Start Date of Bid Submission | 06.06.2023 |
| Expiry Date & Time of Bid of EMD Submission | 22.06.2023 till 05.00 PM |
| Expiry Date & Time of Bid Submission | 22.06.2023 till 05.00 PM |

Under this process, the Pre-qualification/ Technical online bid Application as well as online Price Bid shall be invited at single stage under two covers i.e. PQQ/Technical & Commercial Envelope. Eligibility and qualification of the Applicant will be first examined based on the details submitted online under first cover (PQQ or Technical) with respect to eligibility and qualification criteria prescribed in this Tender document. The Price Bid under the second cover shall be opened for only those Applicants whose PQQ/ Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

1. The payment for Tender Document Fee and e-Service Fee shall be made by eligible bidders online directly through Debit Cards & Internet Banking Accounts and the payment for EMD can be made online directly through RTGS/NEFT Please refer to 'Online Payment Guideline' available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.
2. Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://etenders.hry.nic.in> to be eligible to participate in the e-Tender. He / She will be required to make online payment of Rs. 13.5 Lakh towards EMD fee. The intended bidder fails to pay EMD fee under the stipulated time frame shall not be allowed to submit his / her bids for the respective event / Tenders.
3. The interested bidders must remit the funds at least T+1 working day (Transaction day + One working Day) in advance and make payment via RTGS /NEFT to the beneficiary account number specified under the online generated challan. The intended bidder / Agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/Tenders at <https://etenders.hry.nic.in>.

The interested bidders shall have to pay mandatorily e-Service fee (under document fee - Non refundable) of Rs.1180/- (Rupee One Thousand Only) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.

The Payment for document fee/ e-Service fee can be made by eligible bidders online directly through Debit Cards & Internet Banking.

The Bidders can submit their tender documents (Online) as per the dates mentioned in the key dates:-

Key Dates

| Sr. No. | Department Stage | Bidder's Stage | Start date and time | Expiry date and time |
|----------------|-------------------------|-----------------------|----------------------------|-----------------------------|
| 1 | Tender Document | Bid Submission | 06.06.2023 | 21.06.2023till 05.00 PM |
| 3 | Technical Bid Opening | | 22.06.2023 | |
| 4 | Financial Bid Opening | | To be intimated later on | |

Important Note:

- 1) The Applicants/bidders have to complete "Application / Bid Preparation & Submission" stage on scheduled time as mentioned above. If any Applicant / bidder failed to complete his / her aforesaid stage in the stipulated online time schedule for this stage, his / her Application/bid status will be considered as "Applications / bids not submitted".
- 2) Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
- 3) Applicant/Bidder can rework on his/her bids even after completion of "Application/Bid Preparation & submission stage" (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.
- 4) In the first instance, the online payment details of tender document fee + e-Service and EMD & PQQ/Technical Envelope shall be opened. Henceforth financial bid quoted against each of the item by the shortlisted bidder/ Agency wherever required shall be opened online in the presence of such bidders/ Agency who either themselves or through their representatives choose to be present. The bidder can submit online their bids as per the dates mentioned in the schedule/Key Dates above.

The bids shall be submitted online in two separate envelopes:

Envelope 1: Technical Bid

The bidders shall upload the required eligibility & technical documents online in the Technical Bid.

Envelope 2: Commercial Bid

The bidders shall quote the prices in price bid format under Commercial/financial Bid.

Instructions to bidder on Electronic Tendering System

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable

1. Registration of bidders on e-Procurement Portal:-

All the bidders intending to participate in the tenders process online are required to get registered on the centralized e - Procurement Portal i.e. <https://etenders.hry.nic.in>. Please visit the website for more details.

2. Obtaining a Digital Certificate:

- a) The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- b) A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://etenders.hry.nic.in>.
- c) The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.
- d) The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://etenders.hry.nic.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.
- e) Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).
- f) In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate /power of attorney / lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- g) In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate, however, will remain the same for the new user.
- h) The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3 Pre-requisites for online bidding:

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be downloaded from the home page of the website - <https://etenders.hry.nic.in>. The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

4 Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal eProcurement system on the Home Page at <https://etenders.hry.nic.in>.

5 Download of Tender Documents:

The tender documents can be downloaded free of cost from the eProcurement portal <https://etenders.hry.nic.in>

6 Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

7 Online Payment of Tender Document Fee, eService fee, EMD fees & Bid Preparation & Submission (PQQ/ Technical & Commercial/Price Bid):

i) Online Payment of Tender Document Fee + e-Service fee:

The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee shall be made by bidders/ Vendors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD shall be made online directly through

RTGS / NEFT. The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

ii) PREPARATION & SUBMISSION Of ONLINE APPLICATIONS/BIDS:

Detailed Tender documents may be downloaded from e-procurement website (<https://etenders.hry.nic.in>) and tender mandatorily be submitted online.

Scan copy of Documents to be submitted/uploaded for Prequalification or Technical bid under online PQQ/ Technical Envelope: The required documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF /JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of PQQ or Technical Envelope.

FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope.

8. Assistance to the bidders

For any technical related queries please call at 24 x 7 Help Desk Number

0172-2700275

0120-4001 002

0120-4001 005

0120-6277 787

Technical - support-eproc(at)nic(dot)in

NOTE:- Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://etenders.hry.nic.in> .

For help manual please refer to the „Home Page“ of the e-Procurement website at <https://etenders.hry.nic.in> and click on the available link „How to...?“ to download the file.

Guideline for Online Payments in e-tendering

Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing). Bidder shall proceed to select the tender he is interested in. On the respective Department's page in the e-tendering portal, the Bidder would have following options to make payment for tender document & EMD:

- A. Debit Card
- B. Net Banking
- C. RTGS/NEFT

Operative Procedures for Bidder Payments

A) Debit Card

The procedure for paying through Debit Card will be as follows.

- (i) Bidder selects Debit Card option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.
- (iii) Bidder clicks on "Continue" button
- (iv) The e-Procurement portal takes the bidder to Debit Card payment gateway screen.
- (v) Bidder enters card credentials and confirms payment
- (vi) The gateway verifies the credentials and confirms with "successful" or "failure" message, which is confirmed back to e-Procurement portal.
- (vii) The page is automatically routed back to e-Procurement portal
- (viii) The status of the payment is displayed as "successful" in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same,
- (ix) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

B) Net Banking

The procedure for paying through Net Banking will be as follows.

- (i) Bidder selects Net Banking option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid by bidder.
- (iii) Bidder clicks on "Continue" button
- (iv) The e-Procurement portal takes the bidder to Net Banking payment gateway screen displaying list of Banks
- (v) Bidder chooses his / her Bank
- (vi) The Net Banking gateway redirects Bidder to the Net Banking page of the selected Bank
- (vii) Bidder enters his account credentials and confirms payment
- (viii) The Bank verifies the credentials and confirms with "successful" or "failure" message to the Net Banking gateway which is confirmed back to e-Procurement portal.
- (ix) The page is automatically routed back to e-Procurement portal
- (x) The status of the payment is displayed as "successful" in e-Procurement portal.

The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same. (xi) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

C) RTGS/ NEFT

The bidder shall have the option to make the EMD payment via RTGS/ NEFT. Using this module, bidder would be able to pay from their existing Bank account through RTGS/NEFT. This would offer a wide reach for more than 90,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.

i. Bidder shall log into the client e-procurement portal using user id and password as per existing process and selects the RTGS/NEFT payment option.

ii. Upon doing so, the e-procurement portal shall generate a pre-filled challan. The challan will have all the details that is required by the bidder to make RTGS-NEFT payment.

iii. Each challan shall therefore include the following details that will be pre-populated:

- Beneficiary account no: (unique alphanumeric code for e-tendering)
- Beneficiary IFSC Code:
- Amount:
- Beneficiary bank branch:
- Beneficiary name:

- iv. The Bidder shall be required to take a print of this challan and make the RTGS/NEFT on the basis of the details printed on the challan.
- v. The bidder would remit the funds at least T + 1 day (Transaction + One day) in advance to the last day and make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan.
- vi. Post making the payment, the bidder would login to the e-Tendering portal and go to the payment page. On clicking the RTGS / NEFT mode of payment, there would be a link for real time validation. On clicking the same, system would do auto validation of the payment made.

D) Over-the-Counter (OTC)

This solution shall allow the bidder having account with ICICI Bank, to make the payment from any CMS enabled Branch of ICICI Bank in India. Bidders can make the payment via cash (if amount is <= ₹49,999), Demand Draft or ICICI Bank Cheque.

The procedure for paying through OTC mode is as follows:

- (i) Bidder selects Over-the-Counter remittance option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid. Bidder chooses the bank account no. for refund of the amount.
- (iii) Bidder clicks on "Continue" button
- (iv) The e-Procurement portal displays the details of payment. Bidders clicks on "print _challan" and prints the OTC challan.
- (v) Bidder submits the OTC challan at the counter of any designated branch of ICICI Bank with Cash / Demand Draft / ICICI Bank Cheque (Payment in cash is allowed upto Rs. 49,999/-)
- (vi) ICICI Bank verifies the URN (format to be discussed and decided) and Amount with e- Procurement portal prior to accepting the payment
- (vii) On successful verification from e-Procurement portal, ICICI Bank accepts the payment. In case of failure, ICICI Bank shall return back the OTC challan and payment to the Bidder.
- (viii) ICICI Bank will commit the payment transaction (in case of successful verification from e- Procurement portal) and sends the Bank Transaction Number (I-Sure Reference Number) online against the URN and Amount.
- (ix) ICICI Bank will generate receipt for the payment transaction and issues the same to the Bidder.
- (x) The e-Procurement system updates the bank transaction number against the URN and Amount based on details sent by ICICI Bank online prior to generation of receipt.
- (xi) The status of payment will be displayed as "verification successful" in e-Procurement portal, when the bidder clicks on verification option in the portal
- (xii) Bidder would be required to upload the scan copy of receipt as received from ICICI Bank as part of proof in e-tender portal before submitting the tender

| no. | Scenario | Do's / Don't's |
|-----|--|---|
| 1 | <p>In the event of making Payment through NEFT/RTGS</p> | <p>Do's</p> <ul style="list-style-type: none"> • It is the bidder's responsibility to ensure that RTGS/NEFT payments are made to the exact details as mentioned in the challan which are: <ol style="list-style-type: none"> 1) Beneficiary account no: <client code> + <random number> 2) Beneficiary IFSC Code: As prescribed by ICICI Bank (this shall remain same across all tenders) 3) Amount: As mentioned on the challan. It is specific for every tender/transaction 4) Beneficiary bank branch: ICICI Bank Ltd, CMS 5) Beneficiary name: As per the challan • For every tender, details in the challan are different and specific to that tender only. Bidder should not make use of a challan for making payment for another tenders' EMD • It is advised that all the bidders make payment via RTGS/NEFT at least one day in advance to the last day of tender submission as certain amount of time is required for settlement and various parties are involved. The payment may not be available for the bidder validation. In such cases bidder may not be able to submit the tender • Bidder has to make only single payment against a challan as per the amount mentioned on the challan. • Bidder must do the payment before tender validity gets expired <p>Don't's</p> <ul style="list-style-type: none"> • Bidder should not enter erroneous details while filling the NEFT/RTGS form at their bank. The following possibilities may arise: <ol style="list-style-type: none"> 1) Incorrect IFSC code mentioned:- Transaction would be rejected and the amount would be refunded back in to the bidders account 2) Incorrect Beneficiary account number mentioned(<client code> + <random number>):- <ol style="list-style-type: none"> a) In case, the beneficiary account number mentioned is incorrect the transaction would be rejected and the bid would not be accepted. 3) Incorrect Amount mentioned: The amount would be rejected if the amount mentioned in while making the payment is incorrect. Such cases will be captured as unreconciled transactions and will be auto-refunded directly to bidder's account. In the event of any discrepancy, payment would not be considered and bidder would not be allowed to bid/ participate. • Bidder is not supposed to use challan generated in one tender for payment against another tender since details in the challan are unique to the tender and bidder combination. • Bidder must not make multiple or split payments against a particular challan. Any split payment received against the same challan will be refunded back to the bidder. • Bidder would not be entitled to claim that he is deprived of participating in the tender because his funds are blocked with the division on account of incorrect payment made by the bidder |

| | | |
|---|--|---|
| 2 | <p>In the event of making Payment through OTC</p> | <p>Do's</p> <ul style="list-style-type: none"> • It is the bidder's responsibility to ensure that OTC payments are made to the exact details as mentioned in the challan which are: Beneficiary account no: <client code> + <random number> Amount: As mentioned on the challan It is specific for every tender/transaction Beneficiary name: As per the challan Bidder has to make only single payment against a challan as per the amount mentioned on the challan • Bidder must do the payment before tender validity gets expired • Bidder needs to mandatorily upload the scan copy of the payment receipt issued by ICICI Bank, in e-tender portal Portal before submitting the Tender <hr/> <p>Don't's</p> <ul style="list-style-type: none"> • If the bidding amount is greater than Rs 49,999, then Bidder should not make payment in cash. In this case, Bidder should pay via Demand Draft/ICICI Bank Cheque • It is bidders's responsibility to ensure that Demand draft should be valid and should not have discrepancies such as signature not found, stale DD, mutilated, material alteration, favouring third party etc., In the event of Demand Draft returned by bidder's Bank on account of such discrepancies, ICICI Bank shall ensure that such communication is sent to the Client within 3 days from the date of rejection by the Bidder's Bank • For every tender, details in the challan are different and specific to that tender only. Bidder should not make use of a challan for making payment for another tenders" EMD |
|---|--|---|

**INVITATION FOR BIDS (IFB)
INTERNATIONAL COMPETITIVE BIDDING**

NO.

Date -----

**PROJECT: Procurement of Real Time Water Quality Monitoring data in
Haryana at 5 locations on Rivers**

1. Haryana State Pollution Control Board invites e-tender in two cover system from eligible bidders for Procurement of Data for Real Time Water Quality Monitoring in Haryana at 5 locations on Rivers and related services as specified in the bid document.
2. This invitation for the Bid is open to any bidder who can provide Real Time Water Quality Monitoring data at its own or along with his associate who meets the Qualifying Requirements stipulated hereunder for participation in the tender. The bidder shall furnish satisfactory evidence to establish that bidder meets the following qualifying requirements.

2.1 The bidder should be able to provide Real Time Water Quality Monitoring data as listed in the scope of work who must have supplied, tested and commissioned similar RTWQMS in last five (5) years which should be in satisfactory operation.

2.2 Bidder or their authorized representative should have adequate financial capability to execute the contract.

The bidder should furnish the information on all past supplies and satisfactory performance, in "Performance Statement" and minimum two (2) no. documentary evidences (client certificates in favors of bidder or manufacturers of equipment) in support of the satisfactory operation of similar RTWQMS. The bidder or its associates in India, (any authorized agency in India) should have well trained O&M personnel.

The partner shall furnish an undertaking regarding carrying out satisfactory working for RTWQMS covered in this document as per terms & conditions of the document on behalf of the bidder. This information is to be provided as per Attachment 5 of Section III.

3. A complete set of bidding documents may be downloaded by any interested eligible bidder from the portal <https://etenders.hry.nic.in>. The schedule of dates of submission of tender and its opening is detailed as below:

| S.No. | Particulars | Date details |
|--------------|-------------------------------|---------------------|
| 1. | Date of publishing of tender | 06.06.2023 |
| 2. | EMD to be deposited by Bidder | Rs. 13.5 Lakh |

| | | |
|----|---|--------------------------|
| 3. | Expiry Date & Time of EMD Submission | 21.06.2023 till 05.00 PM |
| 4. | Expiry Date & Time of Bid Submission | 21.06.2023 till 05.00 PM |
| 5. | Date of opening of Technical Bid (On-line) | 22.06.2023 |

4. This bidding takes simultaneous bidding procedure in two part bidding system. All the eligible and interested bidders are required to submit the Techno-commercial bid and Financial Bid simultaneously. Only the bidders whose Techno-commercial bid is found substantially responsive will be considered for financial evaluation.
5. Eligible Bidders must submit their bids for complete scope of work. Any bid submitted for incomplete scope shall be rejected out rightly.
6. All bids must be submitted on or before 21.06.2023 upto 1700 Hrs (IST). Any offer received after expiry of the time and date prescribed for receiving complete bid will not be entertained.
7. The bid must accompany bid security money / earnest money as indicated in table below, failing which it will not be considered.

| S.No. | Particulars | Amount | In the shape of |
|-------|-------------------------------------|---------------|--------------------------------|
| 1. | Cost of Tender Document | Rs 5000/- | Online on e-procurement portal |
| 2. | Bid Security / Earnest Money Report | Rs. 13.5 lakh | Online on e-procurement portal |

8. Haryana State Pollution Control Board will not be responsible for any cost(s) or expense(s) incurred by bidders in connection with the preparation or delivery of bids.
9. The Haryana State Pollution Control Board reserves the right to reject any or all the bids without assigning any reason whatsoever.
10. In the event of date being declared as a closed holiday, the date opening of bids will be the following working day at the appointed time.
11. Interested eligible Bidders may obtain further information directly at the Website etenders.hry.nic.in or from Haryana State Pollution Control Board for the bidding documents.

**The Member Secretary,
Haryana State Pollution Control Board,
C-11, Sector-6, Panchkula, Haryana (India).**

SCHEDULE OF TENDER

| S.No. | Item | Particulars |
|--------------|---|--------------------------|
| 1. | Estimated Cost | Rs. 4.5 Crore |
| 2. | Earnest Money | Rs. 13.5 Lakh |
| 3. | Tender Document Fee & e-Service Fee (Rs.) | 5000/- + 1180/- |
| 4. | Start Date of Bid Submission | 06.06.2023 |
| 5. | Expiry Date & Time of Bid Submission | 21.06.2023 till 05.00 PM |
| 6. | Expiry Date & Time of Bid of EMD submission | 21.06.2023 till 05.00 PM |
| 7. | Date of Opening of Technical Bids (on-line) | 22.06.2023 |
| 8. | Date and time of Opening of Financial Bids (on-line) | To be intimated later on |

List of the 5 Locations where RTWQMS will be installed

River Yamuna

- 1.** Hathinikund Barrage, Yamuna
- 2.** Eastern peripheral expressway, Yamuna Bridge, Sonipat
- 3.** Yamuna bridge, Shamli Road, Panipat

River Ghaggar

- 4.** Ghaggar bridge, Sector 23, Panchkula
- 5.** Ottu Barrage, Sirsa

VOLUME 1

SECTION I

**INSTRUCTIONS
TO BIDDERS
(ITB)**

INSTRUCTION TO BIDDERS

1. DEFINITIONS

The terms used in this bidding document shall have the meaning defined hereunder:

- I. "The Project" or "The Works" means procurement of Real Time Water Quality Monitoring data in Haryana at 5 locations on Rivers in the state of Haryana.
- II. "The Board" means the Haryana State Pollution Control Board, having its office at C-11, sec-6, Panchkula, Haryana, India and shall include any person or persons authorized by the Board. The Board is also executing agency of the Project. "The Owner" or "The Employer" means the Board.
- III. "The Bid" means the offer or proposal of the Bidder to be submitted for the works in accordance with the stipulations set forth in this Bidding Documents.
- IV. "The Techno-commercial Bid" means the Techno-commercial part of the Bid.
- V. "The Financial Bid" means the financial part of the Bid.
- VI. "The Bidder" means either data service provider/ or his authorized Representative, who submits the Bid for the Works.
- VII. "The Contractor" or "The Contractor" means the Bidder, whose Bid for the Works has been accepted by the Board and includes his personal representatives, successors and authorized assignees.
- VIII. "The Manufacturers" means the firms, which produces the equipment to be furnished by the Contractor under the Contract with the Board.
- IX. "The Bidding Documents" mean all the documents in Volume I and II in the bidding documents annexed thereto.
- X. "The Contract" means the written agreement to be concluded between the Board and the Contractor and includes terms and conditions stipulated on the Bidding Documents and any other descriptions annexed thereto which form an integral part of the agreement to be provided by the Board.
- XI. "The Equipment" means all kind of materials, machinery, components, apparatus, articles and instruments for the Project to be provided by the Contractor to the Board under the Contract.
- XII. "The Specifications" means the specifications of the Works to be performed by the Contractor in conformity with those specified in the Technical Specifications of Volume II and all other related documents in the Bidding Documents, and modifications thereof or additions thereto as may from time to time be made and approved in writing by the Board through the Consultant in case prior to the Contract and agreed upon by both the Board and the Contractor after the Contract.
- XIII. "S/W" means the Scope of Works in **Section II of this Volume I**.
- XIV. "The Sites" means RTWQMS in the state of Haryana.
- XV. "The Contract Price" means the price payable to the contractor under the contract for the full and proper performance of its contractual obligations.

- XVI. Unless the context of the General Conditions of Contract otherwise requires, the following terms wherever in the General Conditions of Contract shall have the meaning defined hereunder.
- XVII. Words imparting the singular shall also include the plural and vice versa where the context requires. Whether the words and phrases defined in this clause are capitalized or not in the Contract shall not affect their meaning.
- XVIII. "The Project" or "The Works" means installation & commissioning and supply of data of Real Time Water Quality Monitoring Stations (RTWQMS) at defined locations under the supervision and control of Haryana State Pollution Control Board, C-11, Sector 6, Panchkula.
- XIX. "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- XX. "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Employer
- XXI. "Government" means the Government of India;
- XXII. "Local Currency" means the currency of India;
- XXIII. "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the Service Contract to act on their behalf in exercising all the Service Provider' rights and obligations towards the Employer under this Contract;
- XXIV. "Party" means HSPCB or the Service Provider, as the case may be, and "Parties" means both of them;
- XXV. "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- XXVI. "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Board
- XXVII. "Service Provider's Bid" means the completed bidding document submitted by the Service Provider to the Employer
- XXVIII. "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Bid.

2. INTRODUCTION

2.1 The Haryana State Pollution Control Board intends to invite bids from eligible bidders for procurement of Real Time Water Quality Monitoring data in Haryana at 5 locations on Rivers in the state of Haryana

2.2 Scope of Works

The description of Scope of Works is set forth in Section II of this Volume 1.

2.3 Size of Bid

The whole bid is for single composite package as detailed at Section – II i.e. scope of work.

2.4 Qualifying Requirements of Bidders

2.4.1 This invitation for the Bid is open to any bidder who is a reputed manufacturer or authorized representatives of the manufacturer or O&M contractor of similar RTWQMS or supplying data for similar RTWQMS, who on its own or along with its associate as partner meets the qualifying requirements stipulated hereunder for participation in the tender. The bidder shall furnish satisfactory evidence to establish that bidder meets the following qualifying requirements.

2.4.2 The bidder/OEM should be able to provide RTWQMS as listed in the scope of work who must have supplied, tested and commissioned or having O&M contract or supplying data of similar RTWQMS in river or water body in last 3 years which should be in satisfactory operation and given as per **Attachment 8B in section III**, which should be in satisfactory operation with no adverse report for last two (2) year as on date of bid opening.

All the Equipment supplied/used/deployed under the Contract shall have their origin in the eligible countries except countries sharing the land border with India.

2.4.3 Bidder or OEM should have adequate financial capability to execute the contract. The bidder and OEM should have minimum Average Annual Turnover of Rs. 2.25 Crore (50% of bid value) and Rs. 9 crore (200% of the bid value) respectively in the last 3 financial years.

2.4.4 The bidder or OEM should have well trained personnel as per following details:-

| S. No. | Responsibility | No. of Persons |
|--------|----------------|--------------------------|
| 1 | Manager | 1 for the entire project |

A Contract Manager with 3 years' experience in Services of an equivalent nature and volume, including no less than 1 year as Manager; and having minimum 1 year experience in monitoring environmental data.

The bidder shall furnish an undertaking regarding carrying out satisfactory work of RTWQMS covered in this document as per terms & conditions of the document. This information is to be provided as per **Attachment 9 of Section III.**

2.4.5 The bidder should submit following documents:-

(a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;

(b) total monetary value of Services performed for each of the last three years;

(c) experience in Services of a similar nature and size for each of the last three years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;

(d) list of major items of equipment proposed to carry out the Contract; The Service Provider shall furnish proposal for timely acquisition of major items of equipments proposed by him for carrying out the contract. Instruments not be procured from country sharing land border with India.

(e) The documents for respective specifications of such equipment and its country of origin as per **Attachment 4 (Section III)**.

(f) authority to the Employer to seek references from the Bidder's bankers;

(g) information regarding any litigation, current or during the last 5 years, in which the Bidder is involved, the parties concerned, and disputed amount; and

2.4.6 A consistent history of litigation or arbitration awards against the bidder or any partner may result in disqualification.

2.5 Bidding Procedure

- (1) The complete bidding process will be On-line.
- (2) All bids shall be submitted simultaneously by the designated date and at the place specified in Sub-clause 7.2 in this instruction.
- (3) The bidder must quote for complete scope of work in package. In case the bidder does not quote for complete scope of work, the bid shall be rejected at Techno-commercial evaluation stage.
- (4) The bidder shall bear all costs associated with the preparation and delivery of its bid, and purchaser will in no case be responsible or liable for those costs.

2.6 Conditions and eligibility for MSEs and MEs

As per Haryana State Public procurement Policy for MSMEs-2016 dated 20.10.2016 and 13.08.2021, following will be the eligibility criteria for MSEs and MEs:-

A. Concessions/ benefits to Micro & Small Enterprises (MSEs):-

| Sr. No. | Area as part of Qualifying requirements | Concessions/ benefits allowed to MSEs | Eligibility |
|---------|---|--|---|
| i. | Tender Fee | Exemption on the payment of Tender Fee subject to fulfillment of conditions as per eligibility | Manufacturing Micro & Small Enterprises (MSEs) (including Khadi & village Industries/ Units) who have filed S Certificate/ EM Part-11/Udyog |

| | | | |
|------|--------------------------------|--|--|
| ii. | Earnest Money Deposit (EMD) | Exemption on the payment of Earnest Money Deposit (EMD) subject to fulfillment of conditions as per eligibility | <p>Aadhaar Memorandum (UAM)/Udyam Registration in Haryana (applicable and valid on that date as per Govt. Instructions) in respect of the quoted items, participate directly tender and not through any intermediaries (their dealers/ agents/ distributors), will not subcontract to any other firm and to carry the entire manufacturing at their enterprise.</p> <p><i>Concerned MSE will be required to submit the copy of SSI Certificate/EM Part-III/Udyam Aadhaar Memorandum (UAM)/Udyam Registration in Haryana (Applicable and valid on that date as per Govt. Instructions) in respect of its category of Micro/ Small issued to the firm by the Industries Department</i></p> <p>Manufacturing Micro Small Enterprises (MSEs) (including Khadi & village Industries/Units) who have filed SSI Certificate/EM Part-11/Udyog Aadhaar Memorandum (UAM)/Udyam Registration in Haryana (Applicable and valid on that date as per Govt. Instructions) in Haryana and further: Those MSEs have Quality Certification of ISI/ISO/AgMark/ Quality Mark issued from competent authority in State or Central Government in respect of the items/goods mentioned in the tender OR/AND Those who are registered with DGSEtD/ NSIC/GOI Department/ StateGovt. Department/ GOI PSUs/State Govt. PSUs in respect of the item/goods mentioned in the tender. The firm will be required to submit the detailed information in respect of above through an affidavit as per the format enclosed as Annexure-I</p> |
| iii. | Performance Security | 90% concession on Performance Security as applicable to other Haryana based firms subject to fulfillment of conditions as per eligibility | |
| iv. | Turnover | a. Micro Enterprises: Concession of 80% on Turnover condition imposed as qualifying criteria b. Small Enterprises: Concession of 70% on Turnover condition imposed as qualifying criteria | |
| v. | Past Performance Et Experience | Exempted in respect of Past Performance a Experience as part of Qualifying Requirements of the tender subject to fulfillment of conditions as per eligibility | |
| vi. | Purchase Preference | Upto 50% of the total tendered quantity provided quoting price within band of L-1+15% by bringing down their price to L-1 and subject to condition that it agrees to fulfillment of other terms a conditions of the tender and further subject to fulfillment of conditions as per eligibility | |
| | | | |

B. Concessions/ benefits to Medium Enterprises (MEs):-

| Sr. No. | Area as part of Qualifying requirements | Concessions/ allowed to Enterprises | benefits to Medium | Eligibility |
|---------|---|--|--------------------|--|
| i. | Past Performance & Experience | Exemption on Qualifying Requirement of Past Performance & Experience as part of Qualifying Requirements of the tender subject to fulfillment of conditions as per eligibility. | | Manufacturing Medium Enterprises of the State that have filed 551 Certificate/EM Part-II/Udyog Aadhaar Memorandum (UAM)/Udyam Registration in Haryana (Applicable and valid on that date as per Govt. Instructions) for quoted items in Haryana, participate directly in tender and not through any intermediaries (their dealers/ agents/ distributors), and will not subcontract to any other firm and to carry the entire manufacturing at their enterprise. This concession will be applicable only for one year to newly registered Medium Enterprises or Medium Enterprises of State who are not eligible in State Public Procurement due to eligibility criteria of past performance Et Experience. The firm will be required to submit the detailed information in respect of above through an affidavit as per the format enclosed as Annexure-II |
| ii. | Purchase Preference | Upto 10% of the total tendered quantity provided quoting price within band of L-1+15% by bringing down their price to L-1 and subject to fulfillment of other terms and conditions of the tender and further subject to fulfillment of conditions as per eligibility | | |

1. The apportionment/ distribution of tendered quantity after negotiations based on the existing instructions and Purchase Preference allowed to MSMEs as above may have different scenarios. The general guidelines for the apportionment of tendered quantity to firms other than MSMEs, MSEs & MEs will be as under:-

- i. Purchase Preference to MSMEs will not be applicable if the tendered quantity is only one.
- ii. Purchase Preference for Medium Enterprises (MEs) will only be allowed on the quantities in multiples of 10 say 10, 20, 30 and so on. The quantity less than 10 or in between multiple of 10, 20, 30 will not be considered for Purchase Preference to MEs.
- iii. Negotiations will be held only with L1+5% firms. MSMEs as per above instructions within the price range of L1 +15% will be counter offered to match the finally arrived L1 rate. In case, MSMEs within L1+15% range refuse to match the finally arrived L1 rate than the entire 60% (50% for MSEs and 10% for MEs) of purchase preference will be transferred to L1 +5% category firms.
- iv. In case, no Micro a Small Enterprises (MSEs) and Medium Enterprises (MEs) as per the eligibility criteria specified in the above instructions are within L1+15% range, the entire 100% tendered quantity will be distributed as per the existing guidelines.

v. In case, there are no Micro a Small Enterprises (MSEs) within L1+15% range, the Purchase Preference Quota of 50% of MSEs will stand transferred to open category making it from 40% to 90%.

vi. In case there are no Medium Enterprises (MEs) within L1+15% range, the Purchase Preference Quota of 10% of MEs will stand transferred to open category making it from 40% to 50%.

vii. In case, no MSMEs is within L1 +5% range and there is one MSE Et one ME in L1+15% range and further agree to match the arrived L1 rate, the quantity distribution will be upto 40% for firm other then MSME, upto 50% for MSE and upto 10% for ME and so on.

viii. In case, there are MSMEs (both or either MSEs and MEs) within L1+5% range and there are MSEs & MEs in L1+15% range. Negotiations will be carried out with all firms within L1 +5% as per the existing guidelines to arrive at finally arrived L1 rate. The finally arrived firm can be - any other firm /MSE/ME or any/ more of these - other firm/MSE/ME matches the finally arrived price; in such a situation, apportionment will be done as per the existing instructions of ratio of 70:30 or 50:25:25 so on. Thereafter, offer will be given to MSE and MEs within L+15% range to match the finally arrived L1 rate and if they agree to match the arrived L1 rate, the apportionment of quantity will have many scenarios for the distribution of tendered quantities. Some of the scenarios and sub-scenarios of quantity apportionment may be as per Annexure- 111 enclosed with the notification. However, there can be many more scenarios depending upon the number of MSMEs within price range of L1 +5% and L1+15%

2. These instructions will replace all the instructions related to concessions/benefits to the Haryana based Micro, Small Et Medium Industrial Enterprises in the State Public Procurement as detailed in Para-1 of this order.

3. BIDDING DOCUMENTS

3.1 Issue of Documents

Complete set of bidding document can be downloaded from the website <https://etenders.hry.nic.in>. The Tender Documents Fees has to be paid online through payment gateway during the "Downloading of Tender Document & Payment of Tender Document fees" stage and Earnest Money Deposit has to be deposited as per guidelines for online payments in e-tendering given in Vol I of this document.

Bidding Documents are not transferable.

3.2 Confidentiality of Documents

All recipients of the Bidding Documents regardless of whether the Bid is submitted or not, shall treat the details of the documents as private and confidential.

3.3 Check of the Bidding Documents

Upon receipt of the Bidding Documents, the Bidder shall check the number of pages and drawings and notify the Board of any missing or duplicate pages and drawings or of any figures or words, which may be indistinct or ambiguous.

No claim will be admitted as result of the Bidder's failure to comply with the foregoing. The address for the contact is specified in Sub- clause 3.5 of this Instruction.

3.4 Contents of Bidding Documents

(1) The Bidding Documents include:

Volume I

Invitation for Bids

| | |
|-------------|--------------------------------|
| SECTION I | Instruction to bidders |
| SECTION II | Scope of works |
| SECTION III | Form of techno-commercial bid |
| SECTION IV | Form of financial bid |
| SECTION V | General conditions of contract |

Volume II

Technical Specifications

1. Specifications for proposed work/data supply for RTWQMS

Bidders must acquaint themselves with all the Bidding Documents embodied in Volume I and Volume II. In order to familiarize with the Works, the Bidders should ascertain all particulars regarding the location and site conditions at their own expenses. No plea attributed to lack of information or insufficient information will be entertained at any time.

The Board shall reserve the right and privilege to settle the affairs in case any doubt may occur concerning the Bidding Documents.

3.5 Clarification of Bidding Documents

If a prospective Bidder has any doubt as to the meaning of any part of the Bidding Documents, he may notify the Board for supplementary information and explanation in writing in compliance with Form of Questionnaire of **Attachment 1** in Section III at the following address at least **three (3) days** before the closing date of the bid.

Member Secretary

**Haryana State Pollution Control Board,
C-11, sec-6, Panchkula, Haryana, (India)**

3.6 Amendment of Bidding Documents

- (1) At any time prior to the deadline for submission of the Bid, the Board, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Documents by amendment.
- (2) In order to allow prospective Bidders reasonable time in which to take amendment into account in preparing their Bids, the Board at its discretion may extend the deadline for submission of the Bid.

4. PREPARATION AND SUBMISSION OF BID

4.1 Language

The Bid to be prepared by the Bidders, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Board or the Consultant shall be written in English. Failure to comply with this may disqualify a bid.

4.2 One Bid per Bidder

Each Bidder shall submit one Bid only.

4.3 Bid Security / Earnest Money

- (1) The Bidder shall furnish, as part of its Bid, his Bid Security in the Indian Rupees @ 13.5 Lakh (Thirteen Lakh Fifty Thousand only) through RTGS/NEFT, online on the website <https://haryanaprocurement.gov.in>.
- (2) Any Bid not secured by the Bid Security will be rejected by the Board as non-responsive pursuant to Sub-clause 8.4. Unsuccessful Bidder's Bid Security will be discharged or returned without any interest as promptly as possible. The successful Bidder's Bid Security will be discharged upon the Bidder signing the Contract pursuant to Sub-clause 13.3 in this instruction and furnishing the Performance Security pursuant to Clause 14 in this instruction.
- (3) The Bid Security may be forfeited:
 - a. If a Bidder withdraws its Bid during the period of Bid validity specified in Sub-clause 4.4 hereunder;
 - b. If a bidder refuses to accept the arithmetical corrections made according to ITB (Instructions to the Bidder) Clause No. 11;
 - c. In case of a successful Bidder, if the Bidder fails to sign the Contract in accordance with Sub-clause 13.3 in this Instructions and furnish Performance Security in accordance with Clause 14

in this Instructions;

- d. In case bidder refuses to withdraw, without any cost to the Owner, those deviations, which the bidder did not state in the Deviation Schedules.

(4) No interest will be payable by the Board on the above EMD.

4.4 Validity of Bid

The bid shall remain valid and binding on the Bidder for 120 days from the last date for submission of the Bid. Bid validity for a shorter period shall be rejected by the Board as non-responsive.

In exceptional circumstances, the Board may in writing, solicit the Bidder's consent to an extension of the period of the Bid validity. If the Bidder agrees to the request for extension, the Bid Security shall also be extended for an equivalent period of time.

Any Bidder may refuse to extend the validity of his Bid without forfeiting his Bid Security, but the Bid will not be considered.

Bidders granting the requests for extension of the Bid validity will not be required or permitted to modify their Bids.

4.5 Modification and Withdrawal of Bid

- a) The Bidder may modify or withdraw its Bid after the Bid's submission; provided that written notice of the modification or withdrawal is received by the Board prior to the deadline prescribed for submission of Bids as per provisions of e-tender.
- b) The bidder's modification or withdrawal notice shall be prepared and uploaded on the tender site <https://etenders.hry.nic.in> in accordance with the provisions of clause 5 & 6 for Techno-commercial and financial bid respectively of this section. A withdrawal notice may also be sent on line on the tender site but must be followed by a signed confirmation letter.
- c) No Bid shall be allowed to be modified subsequent to the deadline for submission of Bids.
- d) No bid shall be allowed to be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified in the clause 4.4 above. Withdrawal during this period may result in the forfeiture of the bid security pursuant to clause 4.3 (3) (a).

4.6 Rejection of Bid

Failure by the Bidder to comply with the provisions of these Instructions to Bidders or any part of the Bidding Documents may result in rejection of the Bid and forfeiture of the Bid Security.

The Board reserves the right to accept or reject any or all Bids or to amend the Bidding process at any time prior to award of the Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Board's action.

The Board also reserves to itself the right of accepting the whole or any part of the Bid and the Bidder shall be bound to perform the same at the rate quoted.

4.7 Contacting the Board

Except for responses to request for clarification of the Bid by the Board, the Bidder shall not contact the Board for any matter related to this Bid from the time of submission of the Bid until the Contract is awarded.

Any efforts by the Bidder to influence the Board in his decision in respect of evaluation of the Bid or award of the Contract shall result in the rejection of the Bid and forfeiture of the Bid security.

4.8 Site visit

The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

5. PREPARATION OF TECHNO-COMMERCIAL BID

5.1 The Bidder shall upload the scanned copy of all documents on the e-tender site, further technical bid must not include any financial information, if found so the bidder will be disqualified.

5.2 Following documents shall be prepared and uploaded:-

- 1) Authorization letter authorizing the signatory of the Bid to commit the Bidder.
- 2) Attachments in support of fulfilling the qualifying requirements as per Clause No. 2.5 for the quoted packages (Attachments 8A & 8B of Section-III).
- 3) Copy of certificate of local branch, sales, residential and

representative office(s) of the Bidder in India as per certificate from pursuant to Attachment 2 of Section III.

- 4) Certificate of carrying out work by the Partner (Attachment 5 of Section III).
- 5) Pre-requisite for installation of equipment offered (Attachment 10 of Section III).

6. PREPARATION OF FINANCIAL BID

6.1 Bidder shall prepare financial bid as per BOQ format uploaded on e-tender website.

6.2 Summary of Bid Price

Summary of Bid Price shall be prepared and submitted in accordance with the **Attachment 1 in Section IV** and given in BOQ format uploaded on Haryana e-tender portal.

6.3 Currencies of Bid:

The prices shall be quoted by the bidder separately in INR only which the bidder proposes to supply.

7. COMPLETION AND SUBMISSION OF BID

7.1 Completion of Bids

7.1.1 Techno-commercial Bid

- (1) The Techno-commercial Bid shall not contain any information regarding Bid Prices and other financial matters except the Bid Security pursuant Clause 4.3 in this instruction.

7.1.2 Financial Bid

The Bidder shall upload the complete financial bid on the tender site <https://etenders.hry.nic.in>.

7.2 Submission of Bid

All the documents for the Techno-commercial Bid and Financial Bid shall be uploaded on the tender site <https://etenders.hry.nic.in> at the time & Date designated by the Board as follows:

Time By 1700 hrs. on Date 21.06.2023

The Bids received after the specified time and date here above for whatever reason shall be declared "late" and rejected and returned unopened to the bidder.

8. OPENING AND EVALUATION OF TECHNO-COMMERCIAL BID

8.1 Opening of Technical Bid

The Technical Bid will be opened on-line in the office of the HSPCB on the dated at 22.06.2023 at HSPCB, Panchkula the place specified in Sub-Clause 7.2 here above. Bidders or their representatives, if they wish may attend the opening.

During opening of the Techno-commercial Bid, the Bidder's name, the presence or absence of necessary envelopes, withdrawals of the Bid and such other details as the Board at their discretion may consider appropriate will be announced and recorded.

All the Bidders or their representatives present shall sign a format evidencing their attendance.

8.2 Confidentiality of the Process

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of the contract shall not be disclosed to bidders or any other person not officially concerned with such process. Any effort by a bidder to influence the Board's processing of Bids are award decisions may result in the rejection of the Bidder's Bid. The request for clarification and response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Board in the evaluation of the bids in accordance with the clause 11 of these instructions.

8.3 Clarification of Techno-commercial Bids

To assist the Techno-commercial examination and evaluation of bids, the Board may, at its discretion ask the bidder for a clarification of its Techno-commercial bid. If needed a pre bid meeting may be called. All responses to request for clarification shall be in writing, and no change in the price bid shall be sought, offered or permitted.

8.4 Preliminary Examination

The Board will examine the Techno-commercial Bids to determine whether they are complete, whether the documents have been properly signed and whether the Techno-commercial Bids are generally in order. Any Techno-commercial Bid found to be non-responsive for any reason i.e. non-conformity of bid security, or not meeting the eligibility criteria and/ or qualifying requirements pursuant to **clause 2.4 & 2.5 of ITB** etc. will be rejected by the Board. No further Techno-commercial evaluation shall be carried out for such bidders.

Prior to detailed evaluation of Techno-commercial bids, pursuant to clause

8.5, the Board will determine the substantial responsiveness of each Bid to the Bidding Documents including acceptable quality of goods offered pursuant to **clause 2.4 & 2.5**. A substantially responsive Bid is one, which conforms to all terms and conditions of the Bidding Documents without material deviations, objections, conditionality or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with bidding documents, the Owner's right or the successful Bidder's obligations under the Contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidder's who are presenting substantially responsive bids.

No deviation, whatsoever, is permitted by the Owner to the provisions relating to the following clauses (important Conditions):

- (a) Bid security (ITB Clause 4.3)
- (b) Resolution of Disputes (G.C.C clause 36),
- (c) Applicable law (G.C.C clause 41),
- (d) Taxes & duties (G.C.C Clause 37),
- (e) Performance security (ITB Clause 14 & GCC Cl.27),
- (f) Force Majeure (G.C.C Clause 35).

A bid with deviation to any of the above clauses (important Conditions) will be liable to be rejected.

The Owner's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by the Owner, and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

8.5 Evaluation of Techno-commercial Bid

- (1) The Board will determine the responsive Techno-commercial Bids for the invitation of opening of Financial Bid if the Techno-commercial Bid meets technical specification and any other information, which they consider relevant to his offer.
- (2) If a Bidder is found not substantially responsive to the technical requirement, the Techno-commercial Bid will be rejected and the subsequent information as to opening of the Financial Bid will not be notified.
- (3) If the Techno-commercial clarifications are required by the Board to any part of the Techno-commercial Bids, the Bidders will be requested to clarify the same in writing.

8.6 Evaluation Criteria of Techno-commercial Bid

The Bidder who fulfills the requirements specified under Qualification

Requirement (Clause 2.4) will be short listed. Under the Qualification Requirement a minimum threshold limit has been set for each parameter like technical experience and financial strength. Bidders not meeting the minimum threshold limit in any of these parameters will not be short-listed.

The detailed techno-commercial evaluation to be carried out shall be restricted to these short listed Bidders only.

9.0 NOTIFICATION OF SUCCESSFUL TECHNO-COMMERCIAL BID

After completing the techno-commercial evaluation of the Techno-commercial Bid first, the Board will notify in writing the pre-qualified and techno-commercially responsive Bidders, of the date and venue for the opening of the Financial Bid.

10. OPENING OF FINANCIAL BID

Financial bid will be opened after technical evaluation of all the bidders and declaring the qualified bidders. The system shall automatically calculate the prices and rank the bidders as L1, L2 and so on.

11. EXAMINATION OF FINANCIAL BID

After opening of the Financial Bid, the Board will examine them to determine whether they are complete.
The Financial Bid which is incomplete or conditional will be rejected.

12. EVALUATION AND COMPARISON OF FINANCIAL BID

12.1 Evaluation Procedure

The Board will evaluate the Bid previously determined to be Techno-commercially responsive pursuant to clause 8.6. The Board reserves the right to reject any bid or bids received at its discretion without assigning any reason whatsoever.

(In case, the two or more bidders have the same lowest financial quote, the Board reserves the right to award the work to the agency as deemed fit by the Board to carry out the said work. The decision of the Board shall be final and cannot be challenged.)

12.2 Clarification on Financial Bid

For the purpose of examination, evaluation and comparison of the Financial Bid, the Board may at his discretion request the Bidder in writing to clarify his Financial Bid, but no change in the Bid Price or substance of the Bid will be sought, offered or permitted.

12.3 Cost Compensation for deviations

Deviations specifically declared by the bidders in respective Deviation Schedule (**Attachment 11 of Technical Bid, Section – III**) only will be taken into account for the purpose of evaluation.

In case of any of these deviations are not acceptable to the Owner, the Bid shall be rejected.

In case any of the deviations are acceptable to the Owner, the Owner will make its own assessment of the cost of these deviations and consider it for evaluation for the purpose of ensuring fair comparison of bids.

The Bidder shall understand that decision of the Board will be binding in regards of anything not specifically mentioned in the technical specification.

Bidders may note that all deviations / variations and additional conditions etc. found elsewhere in the bid other than those stated in the Deviation Schedules, save those pertaining to any rebates, shall not be given effect to in evaluation and it will be assumed that the bidder complies to all the conditions of Bidding Documents. In case bidder refuses to withdraw, without any cost of the Owner, those deviations, which the bidder did not state in the Deviation Schedules, the bid shall be rejected and the bid security of the bidder may be forfeited.

Note: The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.

13. AWARD OF CONTRACT

13.1 Award of Contract to Successful Bidder

The Board will award the Contract to successful Bidder:

1. Whose Bid will be determined to be substantially responsive to this Bidding document and who will be determined by the Board, to be qualified technically, financially and otherwise in respect of such other capabilities, as the Board may be deem necessary and appropriate to satisfactory performance of the Contract and
2. Whose Bid will be determined to be the lowest financial quote for 5 locations, responsive Bid and is determined to be qualified to satisfactorily perform the contract. The Board reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any

obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

13.2 Notification to Award

After technical and financial evaluation of all the bidders, L1 bidder will be notified and issued with the Letter of Award. L1 will be decided by the High Power Purchase Committee of the Govt. of Haryana as per procedures laid. The notification of award will constitute the formation of the Contract. Upon the successful Bidder's furnishing of the Performance Security pursuant to Clause 14 the Board will promptly notify each unsuccessful Bidder and will discharge their Bid Security pursuant to Sub-Clause 4.3. The notification of award shall constitute a binding contract until a formal contract is prepared and executed.

The notification of award will constitute the formation of the Contract.

13.3 Signing of Contract

Within seven (07) days of the receipt of notification of award from the Board, the successful Bidder shall sign the Contract.

The Contract shall take the form of General Condition attached to Section V and such modifications as may be necessary.

The Bidder shall prepare at his own cost one (1) original and three (3) copies of the Contract including the Contract Form attached to the GCC Conditions of Contract (**Attachment 2 of Section V**) for distribution to the parties concerned.

14. PERFORMANCE SECURITY

Within seven (07) days of notification of award from the Board, the successful Bidder shall furnish the Performance Security in the form of bank guarantee issued by a reputable bank (**as per enclosed list of Attachment – 14**) having license to do business in India in accordance with Attachment 2 "Performance Security Form" provided in Special Conditions Contract for an amount equivalent to **10% (ten percent)** of the Contract Price, for one year after successful operation of system.

Failure of the successful Bidder to comply with the requirement of Sub-clause 13.3 or Clause 14 in these instructions shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security in which event the Board may make the award to the second high ranked Bidder or call for new Bids.

15. EXPENSE OF BID

Under no circumstances will the Board be liable to the Bidder for any expenses, losses or damages whatever incurred in the Bid including but not limited to expenses, losses or damages associated with preparation of

the Bid, visits to the Sites and all matters in connection with the Contract negotiations and signing regardless of the conduct or outcome of the bidding process.

16. RESPONSIBILITY FOR INFORMATION SUPPLIED

Prior to the final time and date for submission of the Bids, no representation, communication, explanation or statement, verbal or written, made to the Bidder or anyone else by the Bidder or any of their employees or authorized representatives other than as may be set out in amendment issued in accordance with Sub-clause 3.6 in this Instructions shall bind the Bidder in the exercise of their powers and duties under the Contract.

The information given in the Bidding Documents is the best in the possession of the Board, but the Board does not hold himself responsible for its accuracy.

17. Advance Payment and Security

The Employer will provide a 25% Advance Payment on the Contract Price against Bank guarantee of same amount and all advance amount to be adjusted against quarterly bills submitted by the contractor within 2 years.

VOLUME - I

SECTION II

SCOPE OF WORKS

1.0 DETAILS OF PROJECT STRUCTURE

The HSPCB intends to purchase data for 5 RTWQMS in Haryana on decided locations and invite bidders to participate in the e-tender.

- (a) Successful Bidder would be awarded the project/work for a period of 5 years from the date of its commissioning.

HSPCB would obtain permission for installation of RTWQMS in the identified locations to the Successful Bidder.

2.0 SCOPE OF WORK

The Scope of Works under the package shall include the supply of the data of RTWQMS for a period of five (5) years from the date of commissioning of the station, which can be extended at the mutually agreed rates and terms and conditions.

Other services involved with performance of the Works are specified in General and Special Conditions of Contract of bid document.

3.0 MINIMUM TECHNICAL SPECIFICATIONS

The minimum technical specification requirements for RTWQMS to be installed are given in Volume – II (Technical Specifications) of bid document. However, the actual technical proposal can have higher or better technical performance parameters and the minimum specifications proposed should not be taken as a constraint on the upper side. The technical specifications given in Volume – II (Technical Specifications) of bid documents are descriptive and Selection Committee can consider technical proposals having similar specifications.

4.0 DESIRED OUTPUT FOR RTWQMS DATA

The Contractor's responsibilities shall include without limitations the following works to be carried out on the Real Time Water Quality Monitoring Stations installed under this Contract:

- a) Display data for operation of the equipment as specified in Volume II
- i) Provide access to the owner to the RTWQMS and its data at all reasonable times and as when required.
 - ii) Provide the operational data required to all competent authorities including Government of India or concerned State Governments.
 - iii) Online transfer of data to HSPCB/CPCB website.
- b) The Contractor shall ensure accuracy of the RTWQMS data.

5. HANDING OVER OF DATA OF RTWQMS

On expiry/closure/termination of the Contract Agreement, data of RTWQMS shall be handed over to Board.

6. RELOCATION OF RTWQMS

During contract period, if Board intends to shift RTWQMS from one location of the city to another location, due to some reason – functional or otherwise, Bidder shall shift the RTWQMS for which cost of shifting including dismantling, loading & transportation, reinstallation at new location and construction of foundation will be made by the Board at a mutual agreed cost.

7. PENALTIES

For a failure of Data supply:

A penalty will be charged by HSPCB @ Rs. 1,000/- (one thousand) per day after a grace period of three (3) continuous non- working days. The grace period of three (3) continuous non-working days shall be given only once per quarter (3 months). The data to be maintained as per **Annexure 01** of Section II of Volume I.

Failure due to Force Majeure conditions shall not be considered for levy of penalty.

Total penalty per year during contract period on account of above conditions shall be limited to 30% of total charges for one year. Failing which defective/ malfunctioning system has to be replaced.

In case penalty in the year exceeds 30% as above, the Contractor shall be required to replace the defective RTWQMS with new ones at his own cost, failing which the HSPCB shall have the right to terminate the contract.

8. SCHEDULE

Contractor shall complete all activities covered in the scope of work up to installation & commissioning and supply of data of RTWQMS within 120 days from date of issuance of Letter of Award.

The Contractor shall supply data of RTWQMS for a period of five (5) years from the date of commissioning of the RTWQMS, which can be extended at the mutually agreed rates and terms and conditions.

The contract shall be executed by the Member Secretary or officer authorized for the Haryana State Pollution Control Board. The term and condition shall be governed as per the tender document. The Member Secretary of HSPCB or any person authorized by him shall be the ultimate consignee.

Annexure 01 of Section II

(Ref.: Invoice no-----dated-----for the period -----)

| Name of Station* | Name of non functional system - | Total period of continuous non-functioning (days) | Period considered for penalty calculation after grace period** | Penalty amount (period x unit rate) |
|------------------|---------------------------------|---|--|-------------------------------------|
| | | | | |
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| | | | | |
| | | | | |
| | | | | |

Total Penalty Amount (₹):

*** (To be prepared & submitted separately for each station)**

**** Grace period of 7 days is applicable only once per quarter**

VOLUME 1

SECTION III

FORMS OF TECHNO-
COMMERCIAL BID
CONTENTS

Attachment 1 (Section III)

<Letterhead of the Bidder>

FORM OF QUESTIONNAIRE

**HARYANA STATE POLLUTION CONTROL BOARD PROJECT BIDDING
DOCUMENTS FOR SUPPLY OF DATA OF REAL TIME WATER QUALITY
MONITORING STATIONS (RTWQMS) IN STATE OF HARYANA**

Date :

To,

**The Member Secretary,
Haryana State Pollution Control Board,
C-11, sec-6, Panchkula, Haryana (India)**

From: Name of Bidder
 Address
 Name of Representative
 Position
 Fax No.
 Email id.
 Signature

| Question |
|--|
| Brief report of experience and capabilities and company profile. |

Attachment 2 (Section III)

<Letterhead of the Bidder>

CERTIFICATE OF PARTNER OF THE BIDDER IN INDIA

To,

**The Member Secretary,
Haryana State Pollution Control Board,
C-11, sec-6, Panchkula, Haryana (India)**

Subject :- Certificate of Existence of Local Branch, Sales Residential and Representative Office(s) in India

1. Name of Office (s) :
2. Address :
Tel. No. :
Fax No. :
Telex No. :
Email id :
3. Status of Office(s) :
4. Date of Establishment of Office (s):
5. Name & Address of Residential Representative:
6. Total No. of years of association with OEM (Name of the manufacturer):
7. Total Manpower :
8. Total No. of trained Service Engineer :
9. Present No. of offices in India (Name the locations & address):
10. Total Turnover in last 3 years:
11. Major job in Hand:

12. Experience in O&M contract:

| Sl. No. | Name of Client and Address, Phone No.etc. | Description of Contract (Brief scope of contract) | Year of Placement of Order | Present Status |
|---------|--|---|-------------------------------|----------------|
| | | | | |
| | | | | |

Signature

Name:

Designation:

Seal:

Attachment 3 (Section III)

FORM OF LETTER OF AUTHORITY

To,

**The Member Secretary,
Haryana State Pollution Control Board,
C-11, sec-6, Panchkula, Haryana (India)**

Name of Manufacturer

Subject:- Letter of Authority from Manufacturer

Dear Sirs,

We, (Name of Manufacturer), a manufacturer duly organized and existing under the law of (Country Name) with its principal office of business as (Address) hereby make, constitute and appoint (name of Bidder), a company duly organized and existing under the laws of (Country Name) with its principal office of business at (Address) to be our true and lawful attorney in fact to do the following sets and deeds:

To present and bind us in the for Supply and O&M of Real Time Water Quality Monitoring Stations (RTWQMS) for Haryana State Pollution Control Board in the State of Haryana, regarding the supply and installation of the following equipment proposed in the bid which we manufacture or produce.

| Item No. | Name of Equipment |
|----------|-------------------|
| | |

We, as a manufacturer bind ourselves as co-worker of the bid and are jointly and severally responsible for the compliance of the said bid and once (Name of Bidder) has been selected as a successful bidder, we shall

manufacture, delivery and install the equipment in accordance with the terms and conditions of contract with (Name of Bidder) and the Haryana State Pollution Control Board.

We hereby give and grant to the said (Name of Bidder) full power and authority to do and perform all and every act and thing whatsoever, requisite necessary and proper to be done in the premises, as fully, to all intents and purposes as we might or could do with full power of submission and renovation hereby ratifying and conforming all that (Name of Bidder) or its duly authorized representative shall lawfully do or cause to do done by virtue hereof.

IN WITNESS WHEREOF, we have hereto signed this document on -----

202..

ACCEPTED ON ----- ,202...

NAME OF BIDDER
MANUFACTURER

NAME OF ISSUING

-

(Name of duly authorized
representative to sign and signature)

(Name of duly authorized
representative to sign and
signature)

(Rank of position and department)

(Rank of position and department)

Attachment 3A (Section III)

<Letterhead of the Manufacturer>

**FORM OF CERTIFICATE OF SUPPLY OF SPARES AND CONSUMABLES BY
MANUFACTURER**

Date:

To,

**The Member Secretary,
Haryana State Pollution Control Board,
C-11, sec-6, Panchkula, Haryana (India)**

Sub:- Certificate of Supply of Consumables and Spare Parts by Manufacturer

This is to certify that we (Name of Manufacturer) shall supply the consumables and spare parts of the equipment mentioned below during O&M period under the contract (contract detail) to the contractor (Name of the contractor)/ Owner.

It is hereby guaranteed that we shall maintain stocks of consumables and spare parts for the following equipment for a period of Eight (8) years after the commissioning of the equipment in India.

| Item No. | Name of Equipment | Name of Manufacturer |
|----------|-------------------|----------------------|
| | | |

Signature:

Name of Person:

Position:

Name of Manufacturer:

Office Seal of Manufacturer:

Legal Address of Manufacturer:

Attachment 4 (Section III)

<Letterhead of the Manufacturer>

FORM OF CERTIFICATE OF COUNTRY OF ORIGIN

To,

**The Member Secretary,
Haryana State Pollution Control Board,
C-11, sec-6, Panchkula, Haryana (India)**

Name of Manufacturer

Sub:- Certificate of Country of Origin

We, (Name of Manufacturer), hereby certify that our equipment for procurement and installation of equipment for Haryana State Pollution Control Board in the State of Haryana, India is to be manufactured in the country mentioned below:

| Item No. | Name of Equipment | Country of Origin |
|----------|-------------------|-------------------|
| | | |

Signature

Name of Person:

Title:

Name of Manufacturer:

Legal Address:

Attachment 5 (Section III)

<Letterhead of the Partner>

FORM OF CERTIFICATE OF CARRYING OUT WORK of RTWQMS BY THE PARTNER IN INDIA

Date:

To:

**The Member Secretary,
Haryana State Pollution Control Board,
C-11, sec-6, Panchkula, Haryana (India)**

Sub:- Certificate of carrying out work of RTWQMS by the partner in India.

This is to certify that we <Name of Partner> hereby agree to carry out day to day work of RTWQMS installed and commissioned by <Name of the main bidder> for minimum of five years from the date of installation & commissioning of the RTWQMS at the rates quoted by <Name of the main bidder> against this tender, strictly in accordance with terms & conditions contained in this bid document.

Signature:

Name of Person:

Position:

Name of Partner:

Name Seal of Partner:

Legal Address of Partner in India:

Counter-signed by main bidder

Name of Person:

Position:

Name of the Bidder:

Office Seal of Bidder:

Legal Address of Bidder:

Attachment 6 (Section III)

<Letterhead of the O&M Partner>

LIST of Equipment Imported and indigenous

| S. No. | Name of equipment | Name of manufacturer | Quantity |
|---------------|--------------------------|-----------------------------|-----------------|
| | | | |

Attachment 7 (Section III)

<Letterhead of the O&M Partner>

LIST of Manufacturer of equipment (Imported and indigenous)

| S. No. | Name of equipment | Name of manufacture |
|---------------|--------------------------|----------------------------|
| | | |
| | | |
| | | |
| | | |

Attachment 8 A (Section III)

**PROFORMA FOR FINANCIAL CAPABILITY OF BIDDER
(for a period of last three years)**

Bid No. ----- Package Code ----- Date of Opening -----
Time -----
Name of the Bidder
.....

| Year | Currency | Turnover |
|--------------------------|-----------------|-----------------|
| 2019-2020 financial year | | |
| 2020-2021 financial year | | |
| 2021-2022 financial year | | |
| Average | | |

Note:

1. The annual turnover amount is to be supported by annual report.

Signature of the Authorized Representative
Name of the Person
Position

Attachment 8 B (Section III)

**PROFORMA FOR PERFORMANCE STATEMENT FOR MANUFACTURER
(for a period of last three years)**

Bid No. _____ Name of Equipment _____ Date of Opening
_____ Time _____

Name of the
Manufacturer _____

| Order placed by (full address of Purchaser) | Order No. & Date | Description of ordered equipment (Model no.) | Quantity supplied | Value of order | Date of commissioning and handing over | Has the equipment been satisfactory functioning? (Attach certificates from the Purchaser/ Consignee for each equipment) |
|---|------------------|--|-------------------|----------------|--|--|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | | | | | | |

NOTE : Bidder to furnish above detail for each equipment of the quoted package on separate sheet.

Signature of the Authorized Representative
Name of the Person
Position

Attachment 8 C (Section III)

**PROFORMA FOR PERFORMANCE STATEMENT FOR BIDDER AS AUTHORIZED
REPRESENTATIVE OF THE MANUFACTURER
(for a period of last 3 years)**

Bid No. _____ Name of Equipment _____ Date of Opening _____
 Time _____
 Name of the Manufacturer _____

| Order placed by (full address of Purchaser) | Order No. & Date | Description of ordered equipment (Model no.) | Quantity supplied | Value of order | Date of commissioning and handing over | Has the equipment been satisfactory functioning? (Attach certificates from the Purchaser/ Consignee for each equipment) |
|---|------------------|--|-------------------|----------------|--|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | | | | | | |

NOTE : Bidder to furnish above detail for each equipment of the quoted package on separate sheet.

Signature of the Authorized Representative
 Name of the Person
 Position

Attachment 9 (Section III)

CAPABILITY & EXPERIENCE OF PERSONS HANDLING RTWQMS

Name and address (if applicable):

| Sl. No. | Name of the O&M personnel proposed to be deployed | Educational Qualification | Experience in no. of years in carrying out O&M RTWQMS | Detail curriculum Vitae Attached (YES / NO) |
|---------|---|---------------------------|---|---|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
| 6. | | | | |
| 7. | | | | |
| 8. | | | | |
| 9. | | | | |

Attachment 10 (Section III)

PRE-REQUISITES FOR INSTALLATION OF EQUIPMENT

To :

**The Member Secretary,
Haryana State Pollution Control Board,
C-11, sec-6, Panchkula, Haryana (India)**

Dear Sir,

Following are the pre-requisites for installations of the equipment offered by us, which are required to be provided by you prior installation of the equipment:

| Package no. / Item No. | Name of the Equipment | Installation & commissioning pre-requisites* |
|-------------------------------|------------------------------|---|
| | | |
| | | |
| | | |
| | | |

Signature of the Authorized Representative
Name of the Person
Position

Note:

Attachment 11 (Section III)

INSTALLATION, COMMISSIONING AND SUPPLY OF DATA OF REAL TIME WATER QUALITY MONITORING STATIONS (RTWQMS) IN STATE OF HARYANA

(Deviation Schedule)

Bidders Name & Address

To,

**The Member Secretary,
Haryana State Pollution Control Board,
C-11, sec-6, Panchkula, Haryana (India)**

Dear Sir,

Subject:- Deviation Schedule.

We declare that the following are the only and exhaustive deviations, variations from, exceptions and exclusions to the Bidding Documents for Services as outlined in your Technical Specifications for the subject package. Except these deviations, subject to the approval and acceptance by you, the entire work shall be performed as per your specifications and documents. Further, we agree the additional conditions, if any found elsewhere in the offer other than those stated below, save that pertaining to any rebates / discount offered, shall not be given effect to:

| Equipment Code No. | Vol./ Clause Ref. / Page No. | As Specified in the Bid Documents | Deviation and Variations to the Bid document |
|---------------------------|-------------------------------------|--|---|
| | | | |

Date:

(Signature)

Place

.....
(Printed Name)

.....
(Designation)

.....
(Common Seal)

Attachment 12 (Section III)

LIST OF BANKS ACCEPTABLE FOR SUBMISSION OF BANK GUARANTEE FOR PERFORMANCE GUARENTEE

SCHEDULED COMMERCIAL BANKS

(A) SBI AND ASSOCIATES

1. State Bank of India
2. State Bank of Bikaner and Jaipur
3. State Bank of Hyderabad
4. State Bank of Indore
5. State Bank of Mysore
6. State Bank of Patiala
7. State Bank of Saurashtra
8. State Bank of Travancore

(B) NATIONALISED BANKS

9. Allahabad Bank
10. Andhra Bank
11. Bank of India
12. Bank of Maharashtra
13. Canara Bank
14. Central Bank of India
15. Corporation Bank
16. Dena Bank
17. Indian Bank
18. Indian Overseas Bank
19. Oriental Bank of Commerce
20. Punjab National Bank
21. Punjab & Sind Bank
22. Syndicate Bank
23. Union Bank of India

24. United Bank of India
25. UCO Bank
26. Vijaya Bank
27. Bank of Baroda

(C) SCHEDULED PRIVATE BANKS (INDIAN BANKS)

1. Bank of Rajasthan
2. Bharat Overseas Bank Ltd.
3. Catholic Syrian Bank
4. City Union Bank
5. Dhanalakshmi Bank
6. Federal Bank Ltd.
7. Jammu & Kashmir Bank Ltd.
8. Karnataka Bank Ltd.
9. Karur Vysya Bank Ltd.
10. Lakshmi Vilas Bank Ltd.
11. Lord Krishna Bank Ltd.
12. Nainital Bank Ltd.
13. Kotak Mahindra Bank
14. Ratnakar Bank Ltd.
15. Sangli Bank Ltd.
16. South Indian Bank Ltd.
17. Tamilnadu Mercantile Bank Ltd.
18. United Western Bank Ltd.
19. ING Vysya Bank Ltd.
20. UTI Bank Ltd.
21. S.B.I. Commercial & International Bank Ltd.
22. Ganesh Bank of Kurundwad Ltd.
23. INDUSIND Bank Ltd.
24. ICICI Bank Ltd.
25. HDFC Bank Ltd.
26. Centurion Bank of Punjab Limited
27. Development Credit Bank Ltd.

28. Yes Bank

(D) SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

1. Abu Dhabi Commercial Bank Ltd.
2. ABN Amro Bank Ltd.
3. American Express Bank Ltd.
4. Bank of America NA
5. Bank of Bahrain & Kuwait
6. Mashreq Bank
7. Bank of Nova Scotia
8. The Bank of Tokyo-Mitsubishi UFJ Limited.
9. Calyon Bank
10. BNP Paribas
11. Barclays Bank
12. Citi Bank
13. Deutsche Bank
14. The Hong Kong and Shanghai Banking Corporation Ltd.
15. Oman International Bank
16. Societe Generale
17. Sonali Bank
18. Standard Chartered Bank
19. J.P Morgan Chase Bank
20. State Bank of Mauritius
21. Development Bank of Singapore
22. Bank of Ceylon
23. Bank International Indonesia
24. Arab Bangladesh Bank
25. Cho Hung Bank
26. China Trust Bank
27. Mizuho Corporate Bank Ltd.
28. Krung Thai Bank
29. Antwerp Diamond Bank N.V. Belgium

30. ING Bank N.V.

(E) PUBLIC SECTOR BANK

1. IDBI Ltd.

Attachment 13 (Section III)

LIST OF BANKS ACCEPTABLE FOR SUBMISSION OF BANK GUARANTEES FOR ADVANCE PAYMENTS, PERFORMANCE SECURITIES AND SECURITIES FOR DEED OF JOINT UNDERTAKING

SCHEDULED COMMERCIAL BANKS

A. SBI and Associates

1. State Bank of India
2. State Bank of Bikaner and Jaipur
3. State Bank of Hyderabad
4. State Bank of Indore
5. State Bank of Mysore
6. State Bank of Patiala
7. State Bank of Saurashtra
8. State Bank of Travancore

B. Nationalised Banks

9. Allahabad Bank
10. Andhra Bank
11. Bank of India
12. Bank of Maharashtra
13. Canara Bank
14. Central Bank of India
15. Corporation Bank
16. Dena Bank
17. Indian Bank
18. Indian Overseas Bank
19. Oriental Bank of Commerce
20. Punjab National Bank
21. Punjab & Sind Bank
22. Syndicate Bank
23. Union Bank of India
24. United Bank of India
25. UCO Bank

26. Vijaya Bank
27. Bank of Baroda

C. Foreign Banks

1. Bank of America NA
2. The Bank of Tokyo-Mitsubishi UFJ Limited.
3. BNP Paribas
4. Calyon Bank
5. Citi Bank N.A.
6. Deutsche Bank A. G.
7. The Hong Kong and Shanghai Banking Corporation Ltd.
8. Standard Chartered Bank
9. Societe Generale
10. Barclays Bank
11. ABN Amro Bank N. V.
12. Bank of Nova Scotia
13. Development Bank of Singapore i.e. DBS, Singapore

D. SCHEDULED PRIVATE BANKS

1. ING Vysya Bank Ltd.
2. ICICI Bank Ltd.
3. HDFC Bank Ltd.
4. UTI Bank Ltd.

E. Public Sector Banks

1. IDBI Ltd.

Attachment 14

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made onday of the month of2023, between, **Haryana State Pollution Control Board**, acting through **Shri**, (**Designation of the officer, Department, Government of Haryana** hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the First Part and M/s..... represented by Shri....., Chief Executive Officer (hereinafter called the "BIDDER / SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure **data of RTWQMS** and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER HSPCB work under the aegis of Environment & Forests, performing its functions as per the provisions of Water Act 1974, Air Act ,1981 and EPA Act, 1986.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired **said services** at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift,

reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an inquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the

Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

If the BIDDER or any employee of the BIDDER or any person action on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations

Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER (s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money (s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER (s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER.

6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India, State Pollution Control Boards or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of Commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat/place of the BUYER.

9. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10. Validity

The validity of this Integrity Pact shall be from date of its signing and extend up-to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

11. The parties hereby sign the Integrity Pact at
.....on.....

BUYER

BIDDER

Name of the Officer_____.
Designation_____

CHIEF EXECUTIVE OFFICER

**Haryana State Pollution Control Board
C-11, Sec-6, Panchkula, Panchkula**

Witness

Witness

1.....

1.....

2.....

2.....

VOLUME I
SECTION IV
FORMS OF FINANCIAL BID

Attachment – 1

VOLUME I

SECTION V

GENERAL CONDITIONS
OF CONTRACT (GCC)

GENERAL CONDITIONS OF CONTRACT

These conditions encompass all the Works to be executed and completed by the Contractor for the Project and as further defined herein.

1. DEFINITION

"GCC" means the General Conditions of Contract contained in this Section.

2.0 INTENT OF CONTRACT

The intent and spirit of the Contract is to provide all the details for the Works herein specified to be fully completed within the duration of the Contract.

It is hereby understood that the Contractor, in accepting the Contract, agrees to furnish any and everything necessary for such intent notwithstanding any omission in the Contract.

All matters omitted from the Contract which may reasonably be inferred to be obviously necessary for the efficient and stable completion of the Works shall be deemed to be included in the Contract and the Contractor shall be held responsible for any errors or losses which the Contractor may make due to such omissions as above.

3.0 PERFORMANCE OF WORKS

Unless otherwise provided for, the Works shall be performed by the Contractor in compliance with S/W, GCC and the Specifications in this Bidding Documents issued by the Board and Contract to be concluded between the Board and the Contractor.

Unless otherwise agreed or stated, the Contractor shall bear all the cost and take all the responsibilities for the performance of all the Works.

3.1 Program

Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

3.2 Starting date

The Service Provider shall complete installation and commissioning of the

equipment required for data supply for all the 5 locations named in the contract within 4 months from the data of the contract.

The Service Provider shall commence supply of data in the manner specified in Appendix A to the contract from locations where the equipment become operational and the scope of data supply shall be extended progressively so as to ensure commencement of data supply from all 5 locations within 120 days.

3.3 Intended completion date

Unless terminated earlier pursuant to **Clause 24**, the Service Provider shall complete the activities by the Intended Completion Date is **5 years** from the date of supply of required data for **all 5 locations**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per **Clause 22**. In this case, the Completion Date will be the date of completion of all activities.

3.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

4.0 USE OF CONTRACT DOCUMENTS AND INFORMATION

The Contractor shall not, without the Board's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Board, Consultant and their authorized personnel and body in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

The Contractor shall not, without the Board's prior written consent, make use of any documents or information enumerated here above except for purposes of performing the Contract.

Any documents other than the Contract itself, enumerated in here above shall remain the property of the Board and shall be returned to the Board on completion of the Contractor's performance under the Contract if so required by the Board.

5.0 LOCATION

As defined by the board as per list attached for CAAQMS in the cities of Haryana.

6.0 LANGUAGE AND CALENDAR

Language

All documents and correspondence related to the Contract shall be made in English.

Calendar

All dates, months, years and terms referred in the Contract shall relate with the Gregorian calendar, unless otherwise mentioned specifically.

7.0 SITE CONDITION

Site Condition

The Contractor shall study the existing Site Conditions, referring to the Bidding Documents carefully in order to familiarize themselves with the Works. The Contractor should ascertain all particulars of the location and Site conditions at their own expenses.

Access to Site

The Board will give the Contractor access of the Sites in order to perform the Works during the period of validity of the Contract unless otherwise provided.

8.0 COUNTRY OF ORIGIN

All the Equipment supplied/used/deployed under the Contract shall have their origin in the eligible countries except countries sharing the land border with India.

For the purposes of this Clause, "Origin" means the place where the Equipment were produced or manufactured. The Equipment is produced or manufactured when, though manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics in purpose or utility from its components.

The origin of Equipment is distinct from the nationality of the Contractor.

9. CODE AND STANDARD

Code and Standard

All the Equipment and the Works shall conform to the approved and

authorized codes and standards of the origin country, the following standards wherever applicable and Indian Standard which are in force at the moment of the installation.

- Japanese Industrial Standard (JIS)
- Environmental Protection Agency of United States (U.S EPA) Standard
- International Organization for Standard (ISO)
- British Standard (BS)
- TUV Germany
- MCERTS- SIRA certification U.K Environment Agency

Other internationally prevailing standards are accepted for the Equipment, unless otherwise indicated.

Even if some codes and standards are designated in the Specifications, the other codes and standards not shown therein are also applicable instead of the designated ones as far as they are equivalent to such designated codes and standards and meet the requirement thereof.

Metric System

All dimensions and performance of the Equipment shall be stated in metric system, unless otherwise specified in the Specifications.

10.0 PROTECTION AND SAFETY

The Contractor shall be totally responsible for all the reasonable precautions against fire in respect of the Works, temporary works, offices, storage yards and other places and things connected therewith.

The Contractor shall comply with all rules, regulations and orders which have been made by the Government of India, the Board or any other competent authority and the contractor shall provide sufficient fire-fighting protection in respect of the safety of the property and personnel of the Board.

11.0 WORK SCHEDULE

The time schedule for the Works to be carried out by the Contractor is specified in S/W.

12.0 PROJECT FORMATION

The authorized personnel of Haryana State Pollution Control Board for the Project who is responsible for any coordination with the Contractor is:

Member Secretary or Authorized Representative, Haryana

State Pollution Control Board,
C-11, sec-6, Panchkula, Haryana (India)

Any correspondence to or authorization from the Board shall be made with the Member Secretary here above.

13.0 INSTALLATION

Prior to the establishment of Equipment layout and installation plan, the Contractor shall verify, check and inspect the designs and specific site conditions of monitoring stations and laboratories where the Equipment are to be installed so as to make good arrangement for installation and utility assembly in consultation with the Board.

14.0 INSPECTION AND TEST

The Board shall have the right to inspect and the test the Equipment to confirm their conformity to the Specifications without any extra charge to the Board by the Contractor. The Contractor shall notify the Board and the Consultant in writing, in a timely manner (at least 07 days in advance), of the schedule of inspections and test.

The inspections and test shall be conducted on the premises of the Contractor and/or the Manufacturers and the Sites. If conducted on the premises of the Contractor and/or the Manufacturers, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the Consultant for the inspections and test at no charge to the Board.

Should any inspected or tested Equipment fail to conform to the Specifications, the Board may reject the Equipment, and the Contractor shall either replace the rejected Equipment or make alternations necessary to meet the Specifications requirements free of cost to the Board.

No pre dispatch inspection is envisaged for equipment and contractor shall ensure factory test / inspection reports.

However, the Board reserves the right to appoint at its cost, any inspection agency (other than suggested by contractors) which will be binding on the contractor.

- Performance Test Certificate of all RTWQMS
- Certificate of Traceability
- Verification of System Completeness
- Product Certificate

15.0 COMPLETION

The Contractor shall complete all the Works by the date as specified in S/W.

16.0 SUBMISSION OF DOCUMENTS

The Contractor shall submit the documents specified in tender to the Board. The Contractor shall prepare all the documents in English.

Besides the documents thereof, the Contractor shall submit the notices, reports, and other documents when deemed necessary, in accordance with the direction of the Board.

17.0 PAYMENT

Payment

The method, terms and conditions of payment to be made to the Contractor under this Contract shall be specified in GCC.

The Contractor's request(s) for payment for, as appropriate, the Works performed and fulfillment of other obligations stipulated in the Contract shall be made to the Board in writing, accompanied by documents specified in GCC.

Currency of Payment

The currency in which payment is made to the Contractor under this Contract shall be in INR.

Payment upon termination

Upon termination of this Contract pursuant to Clauses 24.4, the Employer shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 17 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Clause 24.4, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

18.0 PRICES

Prices mentioned by the Contractor to the Board for the Equipment installed and the Works performed under the Contract shall not vary from the prices quoted by the Contractor in the Financial Bid.

19.0 PERFORMANCE SECURITY

Performance Security

The Contractor within seven (07) days from the date of notification of award shall furnish a Bank Guarantee from a reputed Indian or

Nationalized Commercial Bank having license to do business in India to the Board in line with the enclosed form as per Attachment 1 Section V towards performance guarantee for an amount equal to ten (10) percent of the total Price under the Contract for faithful and due fulfillment by the Contractor of all obligations under the terms and conditions of the Contract.

The Contractor shall ensure that Contract Performance Security remains valid at least one year after completion of operation of entire system satisfactorily.

Return of Performance Security

The performance security will be discharged by the Board and returned to the Contractor after expiry of the Contractor's performance obligations under the Contract, including obligations.

The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid for 1 year from the Completion Date of the Contract in case of a bank guarantee.

20.0 ASSIGNMENT

The Contractor shall not assign in whole or in part, its obligations to perform under this Contract, except with the Board's prior written consent.

21.0 DELAYS IN THE CONTRACTOR'S PERFORMANCE

21.1 Delays in the Contractor's Performance

Works shall be made by the Contractor in accordance with the time schedule specified in S/W.

21.2 Notification of Delay

If at any time during performance of the Contract, the Contractor and/or the Manufacturers should encounter conditions impeding timely delivery of the Equipment and performance of the Works, the Contractor shall promptly notify the Board in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the Board shall evaluate the situation and may at its discretion extend the Contractor's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Board by amendment of the Contract.

22.1 LIABILITY OF LIQUIDATED DAMAGES

Except as provided under **Clause 25** of GCC, a delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to **Clause 22** hereunder, unless an extension of time is agreed upon pursuant to Sub-**clause 21.2** here above without the application of liquidated damages.

22.2 LIQUIDATED DAMAGES

If the Contractor fails to perform the Works within the period specified in S/W, the Board shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage as mentioned below. Once the maximum is reached, the Board may consider termination of the Contract pursuant to **Clause 24 of GCC**.

If supply of water quality data from all 5 locations is not commenced by the Service Provider within 4 months from the date of contract, liquidated damages shall be levied as under:

Liquidated damages will apply at the rate of 0.05% of the contract price per day of delay in case Service Provider delays commissioning in all 5 stations for commencing supply of aforesaid data.

However, in case commissioning is delayed in lesser number of stations, amount of Liquidated damages referred to above shall be reduced on Pro-rata basis in proportion to the number of stations which are still to be commissioned.

Maximum amount of liquidated damages shall be 10% of the contract price.

The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

23.0 SUSPENSION OF WORK

The Contractor shall not suspend the whole or any part of the Works without notice to the Board in writing. The Contractor thereupon shall do all possible endeavors to reduce any expenses or costs resulting from the suspension. Such suspension shall not nullify the Contract.

24.0 TERMINATION FOR DEFAULT

24.1 Termination for Default

The Board, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate this Contract in whole or in part:

- 1) If the Contractor fails to perform any or all of the Works within the period specified in S/W, or extension thereof granted by the Board pursuant to **Clause 23** of GCC
or
- 2) If the Contractor fails to perform any other obligations under the Contract.

24.2 Liability for Excess Cost for Unperformed Work

In the event the Board terminates the Contract in whole or in part pursuant to **Sub-clause 24.1** here above the Board may procure at the risk and cost of the contractor, upon such terms and in such manner as it deems appropriate, the equipment / works similar to those undelivered / unperformed and the Contractor shall be liable to the Board for any excess costs for such similar equipment / works. However, the Contractor shall continue performance of the Contract to the extent not terminated.

24.3 TERMINATION FOR INSOLVENCY

The Board at any time terminates the Contract by giving written notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such, termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Board.

24.4 By the employer

The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 24.4:

(a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;

(b) if the Service Provider become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

- For the purposes of this Sub-Clause:
- (i) "corrupt practice"¹ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

- (ii) "fraudulent practice"² is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "collusive practice"³ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice"⁴ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

25.0 FORCE MAJEURE

25.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

25.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

25.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

25.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

Notwithstanding the provisions of **Clauses 23 and 24** in GCC, the Contractor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For the purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Board in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Contractor shall promptly notify the Board in writing of such condition and the cause thereof. Unless otherwise directed by the Board in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26.0 RESOLUTION OF DISPUTES

26.1 Applicable law and jurisdiction

The contract shall be governed by the laws of India for the time being in force and the courts in Panchkula shall have exclusive jurisdiction to adjudicate the disputes.

26.2 Settlement of Disputes

Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible in the first instance be resolved amicably between the Contractor and the Owner.

If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the owner or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods/services under the Contract.

In the case of dispute or difference arising between the owner and Contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with

the Arbitration and Conciliation Act, 1996. The unresolved dispute or differences shall be referred to arbitration of sole arbitrator, to be appointed by Chairman, HSPCB. The cost of arbitration shall be shared equally by the parties. The arbitration proceedings shall be held at Panchkula, Haryana, India, and the language of the arbitration proceedings and that of documents and communications between the parties shall be English.

The decision of the arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

27.0 TAXES AND DUTIES

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

Note: Bidders may like to ascertain availability of excise/custom duty exemption benefits available in India to the contracts. They are solely responsible for obtaining such benefits which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Employer will not compensate the Service Provider. Where the bidder has quoted taking into account such benefits, he must give all information required for issue of certificates in terms of such notifications to the Qualification Information in the bid. To the extent the Employer determines the quantity indicated therein are reasonable keeping in view the bill of quantities, construction programme and methodology, the certificates will be issued within 60 [sixty] days of signing of contract and no subsequent changes will be permitted. No certificate will be issued for items where no quantity/capacity of equipment is indicated in the statement. The bids which do not conform to the above provisions will be treated as non-responsive and rejected. Any delay in procurement of the construction equipment /machinery/goods as a result of the above shall not be a cause for granting any extension of time. The information to be provided as per Annexure III of Volume II.

28.0 INJURY AND DAMAGE

Injury or Death of Persons

The Contractor shall be liable for and shall indemnify the Board against any liability, loss claim or proceedings whatsoever arising under any statute or law in respect of personal injury or death or any disability caused by the carrying out of the Works unless due to any act or neglect of the Board, or

of any person for whom the Board is responsible.

Without prejudice to the Contractor's liability to indemnify the Board, the Contractor shall maintain and cause any manufacturers and subcontractors to maintain such insurance as necessary to cover the liability of the Contractor or, as the case may be, of such Manufacturers and subcontractors, in respect of personal injuries or deaths arising out of or in the course of or caused by the carrying out of the Works.

Damage to Property

The Contractor shall liable for and indemnify the Board against and insure and cause any Manufacturers and subcontractors to insure against any expense, liability, loss claim or proceedings in respect of any damage whatsoever to any real or personal property for any one occurrence in so far as such damage arises out of or in the course of or by reason of the carrying out of the Works and is due to any negligence, omission or default of the Contractor or any person for whom the Contractor is responsible or any Manufacturers and subcontractors or person for whom the Manufacturers and subcontractors are responsible.

29.0 EFFECTIVENESS OF CONTRACT

This Contract shall come into force and effect on the date of the Letter of Award and shall be in force until the Works have been completed and all the payments have been made to the Contractor.

30.0 LAWS AND REGULATIONS

The formation, validity and performance of this Contract shall be governed as to all matters by and under the laws and regulations of India and courts in Haryana shall have exclusive jurisdiction in all matters arising under this Contract.

The Contractor shall respect and abide by all laws and regulations of India and shall make its best effort to ensure that the personnel of the Contractor and their dependents, while staying in India, shall respect and abide by all laws and regulations of India. The Contractor shall protect, absolve and indemnify the Board and their representatives from any claim, loss or damage arising from any non-compliance alleged or proved, without claiming them for payment.

31.0 NOTICES

Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and confirmed in writing to the other party's address specified in tender.

A notice shall be effective when delivered or on the notice's effective date,

whichever is later.

32.0 OBLIGATIONS OF THE SERVICE PROVIDER

32.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the S/W, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

32.2 Conflict of Interests

32.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to **Clause 36** shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

32.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project.

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

32.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their

- Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, activities prohibited after termination of this Contract are: Selling and/or reporting on data, results, and/or findings from the project. Any reporting on data/results outside of what is stipulated in this contract is strictly prohibited.

32.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

32.4 Insurance to be Taken Out by the Service Provider

The Service Provider

(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage:-

The risks and coverage by insurance shall be:

- i. Third Party motor vehicle liability insurance in respect of motor vehicle operated in the Employer's country by the Service Provider or its personnel or sub-consultants, with a minimum coverage as per motor vehicle act 1938 and as amended to date.
- ii. Employer's liability and workmen's compensation insurance in respect of the experts/personnel and sub-consultants in accordance with the relevant provisions of the applicable law in the Employer's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate:
- iii. Professional liability insurance , with a minimum coverage of total ceiling amount of the contract

Insurance against loss of or damage to (i) equipment purchased in whole or part with funds provided under this contract (ii) the Service provider's property used in the performance of the services and (iii) any documents prepared by the Service Provider in the performance of the services are properly covered under the total ceiling amount of the contract.

- (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

32.5 Service Provider's Actions Requiring Employer's Prior Approval

The Service Provider shall obtain the Employer's prior approval in writing

before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix B (“Key Personnel and Subcontractors”),
- (c) changing the Program of activities; and
- (d) The other actions are notification prior to moving stations, changing sensor technologies, changing procedures for calibration.

32.6 Reporting Obligations

The Service Provider shall submit to the Employer the reports and documents mentioned in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.

32.7 Documents Prepared by the Service Provider to Be the Property of the Employer

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 32.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions on the use of documents prepared by the Service Provider are: all data and documents will be the exclusive property of HSPCB, during the course of the project and after termination or the end of the contract.

33. Service Provider’s Personnel

33.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider’s Key Personnel are described in Appendix B. The Key Personnel and Subcontractors listed by title as well as by name in Appendix B are hereby approved by the Employer.

33.2 Removal and/or Replacement of Personnel

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer’s written

request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.

- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

34. Obligations of the Employer

34.1 Assistance and Exemptions

The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions.

Certificate for availing exemption benefits as referred to in the note below **Clause 27 of GCC** will be issued by the Employer however, the Service Provider shall be solely responsible obtaining such benefits.

34.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the contract price, as the case may be.

34.3 Services and Facilities

HSPCB shall give permission to the service provider for access to the site and construction of the station for each location.

35. Payments to the Service Provider

35.1 Lump-Sum Remuneration

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in **Sub-Clause 34.2**, the Contract Price may only be increased above the amounts stated in **Sub-Clause 35.2** if the Parties have agreed to additional payments.

35.2 Contract Price

The price payable in Indian currency in the contract.

35.3 Terms and Conditions of Payment

Payments will be made to the Service Provider according to the payment schedule. The advance payment of 25 % of the total contract price (Advance

for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount.

35.3.1 The payment shall be made according to following schedule:-

- a) Advance for Mobilization, Equipment and Supplies: 25 percent of the Contract Price shall be paid as interest free advance after signing of the contract, within 30 days from the date the submission of a bank guarantee for the same of the same amount.
- b) The advance payment will set off by the Employer by deduction at the rate of 25% from each bill certified for payment by the Data Qualification Consultant (An organization, Consultant or Agency) to the Service Provider. The deduction from payments will commence 6 months after the Service Provider started data supply and will continue so as to complete recovery of full amount of advance payment within 30 months from the date of the contract. The amount of deduction will be suitably revised/ raised by the Employer, if necessary, so as to complete the recovery of full amount of advance payment within said period of 30 months.
- c) The bank guarantee for the advance payment shall remain valid until entire amount of the advance payment has been adjusted from the Service Provider bill, after which the Bank guarantee will be returned by the Employer.
- d) At the end of each quarter of year, Service Provider shall submit its bill for the data validated by the Data Qualification Consultant (An organization, Consultant or Agency) on the basis of rates determined in the manner provided in **GCC 35.3.2** below, to the said Consultant who after verification and indicating deductions due from the payment will forward the certified bill to the Employer for arranging payment. The Employer shall make payment as early as possible after receipt of bill or after receipt of bill by the Data Qualification Consultant/contractor (if deployed at any time in future).

35.3.2 Method for calculating price for data supply:

Payment for hourly data supplied from Fixed and floating Stations:

Price payable for data supplied from Fixed Stations will be determined from the contract price as under:

Contract Price =(Assumed P -Total Contract Price)

| Parameter | Quantity of Parameters | Annual Price for hourly data under each category of parameter |
|-----------|------------------------|---|
| A | Q | $P / [\text{No. of Years} * 365 * 24 * (Q)]$ |

As per Volume II- Activity Schedule, total no. of parameters for 5 locations are as under

| Quantity of Parameters | No.s (10 parameters per stations) |
|------------------------|-----------------------------------|
| Q | 50 |

Demonstration of hourly price calculation if, due to any reasons, the number of RTWQM stations are changed from the present target of 5 RTWQM stations for a period of 5 years. (Formula for price calculation is mentioned above.

Hourly rate= $P / \{365 \times 24 \times 5 \times 10\}$ ----- per parameter

36. Quality Control

36.1 Identifying Defects

36.1.1 The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect.

36.1.2 The principle and modalities of inspection of the Services by the Employer are as follows: Data supplied by the Service Provider shall be subjected to validation by the Employer as per procedure stipulated in Volume II- Performance Specifications and only the data validated by the Data Qualification Consultant (if or as & when appointed by the employer) will qualify for payment.

36.2 Correction of Defects and Lack of Performance Penalty

(a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

(b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.

(c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Clause 22.

Attachment 1

Form of Bank Guarantee for Performance Security

(to be stamped in accordance with Stamp Act, if any, of the Country of the issuing Bank)

Bank Guarantee No. -----

Date :

Ref. No.:

**To,
The Member Secretary,
Haryana State Pollution Control Board,
C-11, sec-6, Panchkula, Haryana (India)**

Dear Sirs

THIS AGREEMENT is made on the -----days of----- 2017 -----
Between [Name of the Bank] of ----- [address of the bank]
(hereinafter called "the Guarantor") of the one part and State Pollution
Control Board (hereinafter called "the Board") of the other part.

WHEREAS

- (1) this agreement is supplemental to a contract number ----- (insert Contract Number) (hereinafter called "the Contract") made between [name of Contractor] of ----- [address of Contractor] (hereinafter called "the Contractor") of the one part and the Board of the other part whereby the Contractor agreed and undertook to execute the works of Supply and O&M of RTWQMS for HSPCB at against the Contract for the sum of ----- [amount in ContractCurrency] being the Contract Price; and
- (2) the Guarantor has agreed to guarantee the due performance of the Contract in the manner hereinafter appearing.

NOW, THEREFORE, the Guarantor hereby agrees with the Board as follows;

- (a) If the Contractor (unless relieved from the performance by any clause of the Contract or by statute or by the decision of a tribunal of competent jurisdiction) shall in any respect fail to execute the Contract

or commit any breach of his obligations there under then the Guarantor will indemnify and pay the Board the aggregate sum of ----- [amount of Guarantee shall be ten (10)% (Percent) of the said value of the Contract] ----- [in words], such sum being payable in the types and amount of currencies in which the Contract Price is payable, provided that the Board or his Authorized Representative has notified the Guarantor to that effect and has made a claim against the Guarantor before the expiry of O&M period.

- (b) The guarantor shall not be discharged or released from his guarantee by an arrangement between the Contractor and the Board, with or without the consent of the Guarantor, or by any alteration in the obligations undertaken by the Contractor, or by any forbearance on the part of the Contractor, whether as to payment, time, performance, or otherwise, any notice to the Guarantor of any such arrangement, alteration, or forbearance is hereby expressly waived.

This guarantee shall be valid for one year after successful commissions of entire system from the date of expiry of O&M period as specified in the Contract.

Given under our hand on the date first mentioned above.

SIGNED BY
for and on behalf of the
Guarantor
(Seal of Guarantor)

in the presence of

(Witness)

Attachment 2 (Section V)

FORM FOR CONTRACT AGREEMENT FOR SUPPLY OF DATA OF REAL TIME WATER QUALITY MONITORING STATIONS (RTWQMS)

This supply of data ("Agreement") is made on this -
.....day of by and between:

(Name of the Board), India which term shall include permitted assigns and successors (Hereinafter called as "The Board" or "the Owner").

And

M/s.a company incorporated
.....with Regd. Office at
which term shall include permitted assigns and successors (hereinafter called as "Contractor" or "the Contractor")

RECITALS

Whereas the Owner had invited Bids under reference -----for supply of data of RTWQMS located at:

and M/s ----- had submitted their bid against the aforesaid invitation to bid and Owner has accepted the bid of M/s -----and has decided to entrust the job of supply of data of RTWQMS located at to the Contractor vide Letter of Award ref.----- dated ----- at a total Contract Price for complete scope of work of (Contract Price in Words and Figures) (Hereinafter "the Contract Price").

Whereas the Contractor has accepted the Letter of Award issued by the Owner in writing vide its letter no.----- dated----- and has furnished Contract Performance Security for an amount of Rs. ----- [Rupees----- only] and which is initially valid up to ----- and Owner has accepted the said Contract Performance Security.

Whereas, Contractor is having expertise in the business inter alia, of supplying of data of RTWQMS and the owner has engaged the Contractor to supply of data of said RTWQMS upon the terms & conditions set forth in this Agreement and the Letter of Award referred above issued by the Owner including all the documents referred in the above Letter of Award.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS;

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - i) Scope of Works;
 - ii) Financial Bid;
 - iii) Technical Specifications;
 - iv) General Conditions of Contract;
 - v) The Board's Notification of Award.

This Contract sets forth the entire contract and agreement between the parties pertaining to the supply of data of RTWQMS and supersedes any and all earlier verbal or written agreements pertaining to the supply of the Goods.

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Board to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Board to perform the Works and to remedy defects therein conformity in all respects with the provisions of the Contract.
4. The Board hereby covenants to pay the Contractor in consideration of the performance of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. Any notice under the Contract shall be in the form of letter, telex, cable or facsimile. Notices to either party shall be given at such address or addresses as such party shall specify from time to time by written notice to the other. In the absence of such notice to the contrary, notice to

the Board shall be properly addressed to:

**The Member Secretary,
Haryana State Pollution Control Board,
C-11, sec-6, Panchkula, Haryana (India)**

And notice to the Contractor shall be properly addressed to:

[Contractor's address and electronic transmission address]

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signature of Board's Authorized
Representative

Signature of Contractor

Signed, Sealed and Delivered by the said

(For the Board) in the presence of

Signed, Sealed and Delivered by the said

(For the Contractor) in the presence of

Attachment 3 (Section V)

**PROFORMA OF CERTIFICATE FOR ISSUE BY THE
HSPCB AFTER SUCCESSFUL COMMISSIONING OF
EQUIPMENT**

No.:

Date:

M/s

Subject: Certificate of Commissioning of equipment.

1. This is to certify that the equipment as detailed below has / have been received in good condition along with all the standard and special accessories (subject to remarks in Para No.2) and a set of spares in accordance with the Contract / specifications. The same have been installed and commissioned.

- a) Contract No..... dated
- b) Name of RTWQMS location
- c) Description of the equipment
- d) Package No.
- e) Quantity
- f) Bill of Lading dated
(for import contract)
- g) Name of the vessel/transporter
- h) RR No. dated
- i) Name of the consignee
- j) Date of commissioning and performance test

2. Details of recoveries to be made on that account:

| Sl. No. | Description | Amount to the recovered |
|---------|-------------|-------------------------|
| | | |
| | | |

3. The proving/performance test has been done to out entire satisfaction and personnel have been trained to operate the equipment.

BOARD

CONTRACTOR

4. The contractor has fulfilled his contractual obligation satisfactorily.
Explanatory notes for filling up the certificates:
- a) He has adhered to the time schedule specified in the contract in dispatching the documents drawing pursuant to Technical Specifications.
 - b) He has supervised the commissioning of the item in time i.e. within the period specified in the contract form the date of intimation by the Purchaser in respect of the installation of the plant.
 - c) Training of personnel has been done by the contractor specified in the contract.
 - d) in the event of documents/drawings having not been contractor or installation and commissioning of the plant have been delayed on act of the contractor, the extent of delay should always be mentioned.

OR

The contractor has failed to fulfill his contractual obligations with regard to the following i.e. instruction or training etc.

- a)
 - b)
 - c)
 - d)
5. The amount of recovery on account of failure of the contractor to meet his contractual obligations is as indicated in endorsement of the letter.

Signature

Name

Designation with stamp.....

Member Secretary
Haryana State Pollution Control Board
C-11, Sector -6, Panchkula, Haryana, India

VOLUME-II

TECHNICAL SPECIFICATIONS FOR REAL TIME WATER QUALITY MONITORING STATIONS (RTWQMS)

TECHNICAL SPECIFICATIONS OF RTWQMS

TECHNICAL SPECIFICATIONS FOR THE DATA SUPPLY OF THE REAL TIME WATER QUALITY MONITORING SYSTEM (RTWQMS) WITH SENSORS ON THE BARRAGE/BRIDGE OVER RIVER

REAL TIME WATER QUALITY MONITORING STATION

In- Situ/Extractive Online Continuous multi parameter river water quality monitoring instrument with sensors / instruments equipped for measurement of water quality parameters comprising of standalone remote water monitoring stations / system with GSM/ GPRS modem and other communication modes for transmission of data on real time basis to a central receiving station to be located at HSPCB, Head Office, Panchkula. The Water Monitoring Stations shall provide real time data through GSM/GPRS network at scheduled interval and as and when requested by the users. Communication and Data transfer module with necessary cabling and software and Mounting structure for the installation of the above system

The Water quality monitoring system should have provision for operation on batteries and for the Data Transfer module by Solar power battery backup for minimum 72 Hrs to be provided at site.

1.0 Background

The Yamuna is the second largest tributary river of the Ganga and the longest tributary in India. Originating from the Yamunotri Glacier at a height of 6,387 metres (20,955 ft) on the southwestern slopes of Banderpooch peaks of the Lower Himalaya in Uttarakhand, it travels a total length of 1,376 kilometres (855 mi) and has a drainage system of 366,223 square kilometres (141,399 sq mi), 40.2% of the entire Ganges Basin. It merges with the Ganges at Triveni Sangam, Allahabad.

The River Ghaggar originates in Sirmour District of Himachal Pradesh and travels a length of 320 KM through the State of Haryana, Punjab & Rajasthan. It enters the territory of Haryana in Panchkula District near Kalka. It passes through the district Panchkula to Mohali in Punjab. Then again it enters in Ambala and then re-enters into district Patiala in Punjab. It again enters in Haryana in Kaithal district and then crosses to Sangrur district. It again enters in Fatehabad district and crosses to Mansa district and re-enter in Haryana in Sirsa district and finally enter in Hanumangarh district of Rajasthan.

2.0 Scope of Service

The HSPCB has a requirement for measurement and delivery of real-time water quality data from numerous points along the River Yamuna and Ghaggar. Data Service Provider will set up, install and operationalize 5 RTWQM Stations which shall have also a camera with day and night vision at each of the station. The camera at each of the station should provide footage/ visualization of the real time value (screen) and the nearby area including the sensors immersed in the River, at every hour. The connectivity of the camera is to be provided to HSPCB through the web portals on 24x7 basis and should operate continuously. The data for one month should be kept as backup retrievable through the software provided to HSPCB. The resolution of the camera should be kept as 352 x 240 pixel or above.

It is clarified that streaming footage is not required to be supplied by the Data Service Provider. Every hour, only one view (photograph in form of an image) of surrounding will be sent along with hourly data. Time lag, if any, in submission of

photographs, will not be considered, for payment as same (15 minutes).

Some of the proposed locations may be changed within the same vicinity of the given locations. However, all the locations will be finalized before award of the Contract.

The Appendix A of the Contract provides details of services to be provided by the Service Provider.

Pre-Qualification for the Bidders for the Project:

The Tenderer/Bidders shall need to qualify the following criteria to Bid for the mentioned job.

- 1- System should be UV-Visible double beam spectrometry with multipoint calibration facility and complied with latest CPCB Direction & new SOP published by CPCB.
- 2- System Must have automatic water matrix change adaption with onboard library of calibration spectras for different industrial matrices with provision of accumulating further calibration matrices along with data validation facility with features to transmit raw and validated data to central & State server.
- 3- System should have remote access from central server provisioning log file access, provision for multi-server data transmission from each station without intermediate PC or plant server, provision to send system alarm to central server in case any changes made in configuration or calibration, provision to record all operation information in logfile.
- 4- Must have low operation and maintenance requirements with **no** chemical consumption and recurring cost of consumables and spares.
- 5- The communication between Remote and Central Receiving station must be two-way communication system utilizing GPRS and remote station should have built in GPS receiver for automatic position determination.
- 6- Multiple Component Analysis with Pattern Recognition & Library of Effluent Matrix Variant with Multi- Point.
- 7- Validation without any coefficient calculation from one parameter to another.

Activity Schedule

The Service Provider is required to supply hourly real-time water quality data from 5 locations.

Based on requirements of quality measurements at various locations, Service Provider would install equipments referred to as "Sensors" in this bidding document for measuring all the parameters at various locations as specified. Various

parameters of water quality have been assigned different weightages for the purpose of payment, as detailed in Clause 35.3.2 of GCC. Parameters having a weightage of 10 are placed in Category A while parameters having weightages of 5 are placed in Category B.

Bidder's attention is drawn to this section: Performance Specifications which provide in details, the methodology for supply of data of real time water quality measurement to the Employer/ Data Qualifications Consultant and validation of the data for determining eligibility of data for payment.

The Bidder is required to quote a lump-sum price in the bid form provided in Section IV of Volume I for supply of real time water quality data in accordance with Volume II and contract conditions for a period of 5 years from the date of commencement of data from all 5 locations.

Payments will be made for data validated by Data Qualification Consultant (as and when appointed). Bidder may refer to payment schedule stipulated in GCC 35.3.1. Bidder's attention is drawn to GCC 35.3.2 read with corresponding provision in GCC in regard to price adjustment applicable to contract price.

2.1 Validation of data

Data that is delivered to the Employer by the Service Provider as part of this contract will be subjected to a data validation process. The data validation process, handled under a separate contract, will use the Service Provider's self-audit (calibration) process to qualify the data for purchase in addition to inspecting the data for artifacts and irregularities. The results of data validation will be advised by the Data Qualification Consultant (An organization, Consultant or Agency) to the Service Provider within 24 hours of receipt of data at the Employer's Data Center except in cases where Employer wishes to examine the result before a communication to the Service Provider. Data validation contractor will be engaged by HSPCB before supply of data by Data Service Provider contractor.

3.0 Description, Requirement and Specification of Services

3.1 Data Collection

Data will be collected from 5 locations which will be fixed or floating stations for measurement of hourly data.

3.1.1 Station Parameters and Measurement Specifications

Listed water quality parameters will be measured at all the 5 RTWQM locations. Details of parameters to be measured at each location are given respectively in Annexure I at Appendix A.

The Employer will obtain No Objection Certificates (NOCs), if required, from the Owners/Agencies of all locations. Copies of NOCs obtained from the Agencies and photographs of all locations will be uploaded at Employer's website

3.1.2 General Information Regarding Measurement Types

3.1.2.1 Fixed Stations

Fixed station sites are points along the waterway reach which are indicated in Annexure I of Appendix A where measurements of water quality are required on hourly basis. Measurements will be made at or near the portion of the stream where there is a continuous water flow from the surface of water is experienced. Sensor packages can utilize bridge piers or other structures

keeping in view the need for protecting the sensor package as also ensuring unobstructed flow of water in the vicinity of the sensor package as far possible. Since these stations are fixed by utilizing bridge piers or other structures, these are unmovable and hence called fixed stations.

If the flow regime changes over a period of time, the instruments/equipment must be relocated in consultation and approval of HSPCB to a point where maximum flow is experienced.

3.1.2.2 Floating Stations

Floating Stations: Floating stations are mounted stations on boat with Sensors and all the accessories along with a solar panel fitted on the roof of the boat to provide data. The boat remains anchored near the bank of river at a reasonable distance to provide representative water quality data. Since these stations are movable, these stations are called floating stations.

Both type of RTWQM stations - The fixed and floating station will have data automatically relayed to the Employer's Data Center within 5 minutes of the measurement/observation to qualify for payment.

3.2 Data Collection and Delivery

All hourly water quality data from all locations will be delivered initially to the Service Provider's dedicated server set up in the Employer's Data Center on real time basis. Such server shall be set up and maintained by the Service Provider at his cost throughout the duration of the contract, as stipulated at **Appendix A**. The data will then be transferred to the Employer's server housed in the same Data Center on real time basis. At the time of data uploading.....system, server time should be indicated. The Service Provider shall provide the data as text files, one file for each transmission and the data will be placed in a directory as indicated by the Data Qualification Consultant.

The data transfer will be implemented using the SFTP service or other open communication standard as mutually agreed between the Service Provider and the Employer.

3.2.1 Data Collection

The fixed stations will measure water quality parameters once per hour ± 5 minutes and transfer all log data within 5 minutes of measurement.

3.2.2 Data Storage

The Service Provider shall store all real-time data collected during the duration of the contract. This storage shall be 100% online. This means that any data values can be called up instantaneously through the duration of the contract. In the event of any contingency, the Service Provider will provide access on the Employer's request for downloading any part or the entire database maintained in the Service Provider's server.

3.3 Quality Assurance and Control through Sensor Calibration

The Service Provider is required to perform regular calibration and adjustment of instruments using traceable standards as available.

3.3.1 Calibration Frequency

1. All instruments shall be calibrated at frequencies no longer than once every 14 days. If the instruments are not calibrated within the 14 days since the previous calibration, then any data delivered will not be taken up for validation and hence the same shall not qualify for payment. However, after the calibration is done and the same is witnessed by the Data Qualification Consultant, data will then be considered for validation/payment.

2. To enable Data Qualification Consultant to be present for witnessing the calibration of instruments, the Service Provider shall submit quarterly schedule and method of calibration to the Employer. The schedule for calibration will be approved by the Employer and the Data Qualification Consultant will present himself for witnessing the calibration on the date, time and locations specified in the schedule.

3.3.2 Traceable Standards

The Service Provider will use portable meters for calibration of the sensors and the calibration be traceable to Indian Standards / American Public Health Association (APHA) (Water & Wastewater Examination Methodology Edition In case of two consecutive calibrations the "drift" is found more than double of the accuracy ranges indicated in the table at para 3.8 of this section, the Service Provider will require to replace the instrument. The meters will be used to the extent possible; otherwise samples will be taken and subjected to laboratory analysis by the Service Provider. The laboratory process may be audited at any time by the Employer or the Data Qualification Consultant.

For BOD, the Service Provider is required to collect the sample, preserve it in the field during transportation and bring the same to any BIS/NABL certified laboratory for analysis. BOD will be measured at 27 °C for 3 days (Refer IS 3025, Part 44:1993) The BOD analysis of the samples collected for calibration will be carried out by the Service Provider in accordance to the procedure provided by the Employer.

3.3.3 Calibration Results

Upon completing field calibration, the station parameters will be set to match the calibration results.

3.3.4 Documentation

The results of the sensor calibration will be documented and made available in real-time on Employer's Data Center. The calibration entry must include the date, time, station, sensor initial reading, sensor adjustment through calibration, sensor final reading, comments on general station/sensor observations, and names of person(s) present during the calibration.

3.4 Mandatory Measurement Conditions

Mandatory measurement conditions will be used to qualify the data for payment. The Service Provider must assure the conditions are in place. It is expected that the Service Provider will confirm these measurement conditions at the time of the 14-day calibration visits. The Data Qualification Consultant will confirm the measurement conditions during the same calibration visits (if appointed).

3.4.1 Representativeness of Data

Measurement representativeness will be determined by self-audit in the presence of the Data Qualification Consultant at a minimum, with the Employer joining at times. If the minimum measurement conditions cannot be met, all data from the

respective station will not be qualified for payment.

3.4.1.1 Minimum Flow

In order to qualify for payment, the measurement must be representative of water conditions in the main channel of the river. The main channel is defined as the portion of the river where the velocity of water is at a maximum. The measurement will be deemed non-representative if the velocity at the measurement point is less than 10% of that of the main channel.

3.4.1.2 Measurement Depth

The continuous monitoring sensors shall perform measurements with the available depth of water. Real Time Water Quality Monitoring sensors shall remain submerged in water at least 0.5 m from the surface water.

3.6 Completeness of Data Requirement for Payment

The Service Provider shall maintain the equipments and sensors are in good working order throughout the period of contract. Data supplied for any hour shall be considered for validation and payment provided following conditions are satisfied:

- a) The qualified measurements received from each such location shall not be less than 90% of the measurements specified for it.

3.7 Parameters to be measured and Specifications

The parameters wise Ranges, Accuracy and the Resolution are given below:

| S.No. | Parameter | Range* | Accuracy (the greater of) | Resolution |
|-------|--------------|-----------------------|---------------------------|------------------|
| 1 | Free Ammonia | 0.2 to 100 mg/L | ± 10% | 0.1 mg/L |
| 2 | BOD | 0.0 to 500 mg/L | ± 10% | 1.0 mg/L |
| 3 | COD | 5.0 to 500 mg/L | ±10% | 1.0 mg/L |
| 4 | DO | 0.2 to 20 mg/L | ± 10% | 0.2 mg/L |
| 5 | EC | 1.0 to 5000 µS/cm | ± 10% | 1.0 µS/cm |
| 6 | Nitrate | 0.3 to 50 mg/L | ± 10% | 0.1 mg/L as N |
| 7 | pH | 0.0 to 14 units of pH | ± 0.2 | 0.01 units of pH |
| 8 | Turbidity | 0-2000 NTU | ± 10% | 1.0 NTU |
| 9 | TOC | 1-500 mg/l | ± 10% | 1 mg/L |
| 10 | Chloride | 5 to 200 mg/l | ± 10% | 1.0 mg/L |

*Maximum value of the range indicated is only indicative. These can be extended by dilution /as per requirement. The range, accuracy and the resolution mentioned above is generic based on analysis of water quality parameters in laboratory.

The parameters will be analyzed as per Indian Standard (IS) / American Public Health Association (APHA) Methodology of Examination of Water & Wastewater.

Appendix A—Description of the Services

1. The Service Provider shall supply real-time water quality data from 5 RTWQM stations on hourly basis. Payments shall be made by the Employer for the said data after it has been validated by the Data Qualification Consultant (as and when appointed), subject to conditions of the Contract. Excepting advance payment and payment for validated data, the Service Provider shall not be entitled to any other payments.
2. The Employer, if required, will obtain No Objection Certificates from the concerned authorities/agencies under whose control the said 5 locations to enable the Service Provider to install the required equipment/sensors for measuring the water quality.
3. The stations will be monitored for all the 10 parameters for uniformity. The water quality parameters, to be measured for each location are provided in **Annexure I** in this Appendix.
4. The Service Provider shall undertake the following activities for successfully discharging its obligations under the contract:
 - i. Visits to the identified sites for finalizing exact locations for carrying out civil works (if any) and or mounting the equipment/sensors.
 - ii. Execute an agreement, if required, at Service Provider's cost with the owner/agencies of the sites associating representative of Employer / Data Qualification Consultant (if appointed) before starting any civil works.
 - iii. Finalization of the specification of instruments /sensors for each location and procurement.
 - iv. Finalizing arrangement for requirements of power supply and communication network for each location.
 - v. Development of facility to calibrate the instruments periodically as specified in Clause 3.3 of Volume II.
 - vi. Installation of a dedicated server or computer system and its maintenance at the Service Provider's cost, for receiving data from 5 locations for onward transmission to the Employer. The dedicated server shall be housed at the Employer's Data Centre or which necessary space and power supply will be made available free of cost. The employer shall make necessary arrangements such as Power back up (UPS, Generator) and Internet connections etc.
 - vii. Commissioning the equipment/instruments and making all arrangement at Service Provider's cost for the safety and security of the equipment and personnel.
 - viii. Maintenance of the equipment and instruments and periodic calibration of instruments as specified in Volume II- Technical Specification.

Parameters

| S.No. | Parameter | Range* | Accuracy (the greater of) | Resolution |
|-------|--------------|-----------------------|---------------------------|------------------|
| 1 | Free Ammonia | 0.2 to 100 mg/L | ± 10% | 0.1 mg/L |
| 2 | BOD | 0.0 to 500 mg/L | ± 10% | 1.0 mg/L |
| 3 | COD | 5.0 to 500 mg/L | ±10% | 1.0 mg/L |
| 4 | DO | 0.2 to 20 mg/L | ± 10% | 0.2 mg/L |
| 5 | EC | 1.0 to 5000 µS/cm | ± 10% | 1.0 µS/cm |
| 6 | Nitrate | 0.3 to 50 mg/L | ± 10% | 0.1 mg/L as N |
| 7 | pH | 0.0 to 14 units of pH | ± 0.2 | 0.01 units of pH |
| 8 | Turbidity | 0-2000 NTU | ± 10% | 1.0 NTU |
| 9 | TOC | 1-500 mg/l | ± 10% | 1 mg/L |
| 10 | Chloride | 5 to 200 mg/l | ± 10% | 1.0 mg/L |

Qualification Information

- 1. Individual Bidders or Individual Members of Joint Ventures**
- 1.1 Constitution or legal status of Bidder: *[attach copy]*
 Place of registration: *[insert]*
 Principal place of business: *[insert]*
 Power of attorney of signatory of Bid: *[attach]*
- 1.2 Total annual volume of Services performed in five years in INR
- 1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

| Project name and country | Name of Employer and contact person | Type of Services provided and year of completion | Value of contract |
|--------------------------|-------------------------------------|--|-------------------|
| (a) | | | |
| (b) | | | |

- 1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 2.4.5 (d).

| Item of equipment | Description, make, and age (years) | Condition (new, good, poor) and number available | Owned, leased (from whom?), or to be purchased (from whom?) |
|-------------------|------------------------------------|--|---|
| (a) | | | |
| (b) | | | |

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB Sub-Clause 2.4.3 and Clause 3.

| Position | Name | Years of experience (general) | Years of experience in proposed position |
|----------|------|-------------------------------|--|
| (a) | | | |
| (b) | | | |

- 1.6 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.
- 1.7 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.
- 1.8 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

| Other party(ies) | Cause of dispute | Details of litigation award | Amount involved |
|------------------|------------------|-----------------------------|-----------------|
| (a) | | | |
| (b) | | | |

1.9 Proposed Program (service work method and schedule). Descriptions and charts, as necessary, to comply with the requirements of the bidding documents.

2. Joint Ventures

- 2.1 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
- 2.2 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that
 - (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

3. Additional Requirements

- 3.1 Bidders are required to provide rate quotation in the Financial Data Sheet in excel format which shall be uploaded on e-procurement portal. The bidders should understand the definition of Fixed and Floating RTWQM Stations and read the requirement properly before filling up the Rate quotation.

Declaration format for customs /excise duty exemption for materials/ equipment bought for providing services

(Bidder's Name and Address)

To:
(Name of the Employer)

Dear Sir:

Re: *[Name of Services]* -
Certificate for Import/Procurement of Goods/ Equipment

1. We confirm that we are solely responsible for obtaining customs/excise duty waivers which we have considered in our bid and in case of failure to receive such waivers for reasons whatsoever, the Employer will not compensate us.

2. We are furnishing below the information required by the Employer for issue of the necessary certificates in terms of the Government of India Central Excise Notification No. 108/95 and Customs Notification No. 85/99.

3. The goods/construction equipment for which certificates are required are as under:

| Items | Make/ Brand Name | Capacity [where applicable] | Quantity | Value | State whether it will be procured locally or imported [if so from which country] | Remarks regarding justification for the quantity and their usage in works |
|-------------------------------|------------------------|-----------------------------------|----------|-------|---|--|
| Goods | | | | | | |
| [a] Bitume n | | | | | | |
| [b]Others | | | | | | |
| Construction Equipment | | | | | | |
| [a] | | | | | | |
| [b] | | | | | | |
| [c] | | | | | | |
| [d] | | | | | | |

4. We agree that no modification to the above list is permitted after bids are opened.

5. We agree that the certificate will be issued only to the extent considered reasonable by the Employer for the work, based on the Bill of Quantities and the construction programme and methodology as furnished by us alongwith the bid.

6. We confirm that the above goods will be exclusively used for the construction of the above work and construction equipment will not be sold or otherwise disposed of in any manner for a period of five years from the date of acquisition.

Date: _____

(Signature)

Place: _____

(Printed Name)

(Designation) _____

(Common Seal) _____

This certificate will be issued within 60 days of signing of contract and no subsequent changes will be permitted.

Appendix B—Key Personnel and Subcontractors

List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of foreign Personnel to be assigned to work in the Government's country, and staff-months for each.

C-2 Same as C-1 for Key foreign Personnel to be assigned to work outside the Government's country.

C-3 List of approved Subcontractors (if already available); same information with respect to their Personnel as in C-1 or C-2.

C-4 Same information as C-1 for Key local Personnel.

Signature Not Verified

Digitally signed by JATINDERPAL SINGH
Date: 2023.06.05 14:48:52 IST
Location: Haryana-HR

पैड के लिए नोट

धारूहेड़ा (हरियाणा) में भिवाड़ी (राजस्थान) से आने वाले अनुपचारित बहिःस्त्राव के बारे में श्री चिरंजीव राव, विधायक, रेवाड़ी द्वारा उठाया गया तारांकित विधानसभा प्रश्न संख्या 33

यह एक अन्तर्राज्यीय मामला है। प्राकृतिक स्थलाकृति के कारण जिसके द्वारा बहाव का ढाल हरियाणा की ओर है, राजस्थान के भिवाड़ी नगर के अधिक औद्योगिकीकरण तथा शहरीकरण के कारण प्रदूषित पानी अपना रास्ता हरियाणा की ओर करता है जो कि वर्ष 2001 से विशेष रूप से बारिश के मौसम में चिन्ता का मामला बन गया है, स्थिति गम्भीर बन गई है। धारूहेड़ा में प्रवाहित होने वाले भिवाड़ी से अनुपचारित बहिःस्त्राव की समस्या के समाधान के उद्देश्य से हरियाणा सरकार ने विभिन्न स्तरों पर नियमित पत्राचार, क्षेत्र का मुआयना करने तथा संयुक्त बैठक आदि के रूप में राजस्थान सरकार के पास मामला उठाया है जिसके ब्योरे निम्नानुसार है:—

1. दिनांक 01.09.2022 को श्री राव इन्द्रजीत सिंह, माननीय राज्य मंत्री, भारत सरकार, नई दिल्ली ने समस्या के ठोस समाधान का पता लगाने के लिए राजस्थान सरकार तथा हरियाणा सरकार के अधिकारियों के साथ धारूहेड़ा में एक बैठक की है तथा राजस्थान सरकार के अधिकारियों को विभिन्न निर्देश जारी किए थे। बैठक के कार्यवृत्त अनुबंध -1 के रूप में संलग्न है।
2. दिनांक 09.03.2023 को अध्यक्ष हरियाणा राज्य प्रदूषण नियंत्रण बोर्ड, पंचकूला ने समस्या की छानबीन करने के लिए जिला प्रशासन, रेवाड़ी के अधिकारियों के साथ धारूहेड़ा में एक बैठक की थी। बैठक के कार्यवृत्त अनुबंध -2 के रूप में संलग्न है।
3. दिनांक 04.07.2023 को मामले पर चर्चा करने के लिए भिवाड़ी (राजस्थान) में दोनों राज्यों के अधिकारियों सहित उपायुक्त, रेवाड़ी तथा जिला कलक्टर, अलवर के बीच एक बैठक की गई थी।
4. दिनांक 30.07.2023 को हरियाणा के माननीय मुख्यमंत्री ने राजस्थान सरकार तथा हरियाणा सरकार के अधिकारियों के साथ धारूहेड़ा में एक बैठक की थी तथा भिवाड़ी से आने वाले अनुपचारित बहिःस्त्राव को रोकने तथा भिवाड़ी (राजस्थान) में उल्लंघन करने वाले उद्योगों का निरीक्षण करने हेतु 24 घण्टे के भीतर एक संयुक्त टीम गठित करने के लिए विभिन्न निर्देश जारी किए थे। जिला प्रशासन, रेवाड़ी ने 20 घण्टे के भीतर एक टीम पहले ही गठित कर दी है किन्तु जिला कलक्टर, अलवर द्वारा अभी तक कोई टीम गठित नहीं की गई है। बैठक के कार्यवृत्त अनुबंध -3 के रूप में संलग्न है।

5. हरियाणा के मुख्यमंत्री ने दिनांक 21.08.2023 को राजस्थान के मुख्यमंत्री को एक डी.ओ. पत्र के माध्यम से अनुरोध किया है, कि वह अपने अधिकारियों को संयुक्त समिति का हिस्सा बनने का निर्देश दे जो समय-समय पर बैठक एवं निगरानी करें, और इस समस्या को कम करने के लिए अंतरिम कदम उठाएँ, जब तक माननीय हरित राष्ट्रीय अधिकरण (एन0जी0टी0) के निर्देशों के अनुसार अंतिम समाधान लागू न हो। डी.ओ. पत्र अनुबंध -4 के रूप में संलग्न है।

6. जिला प्रशासन, रेवाड़ी ने अनुपचारित बहिःस्त्राव की निगरानी करने के लिए धारूहेड़ा में भिवाड़ी से बहिःस्त्राव के प्रवेश बिन्दु पर एक रियल टाइम जल गुणवत्ता मॉनीटरिंग स्टेशन (आर टी डब्ल्यू क्यू एम एस), 03 फ्लो मीटर लगाना तथा 03 सी0 सी0 टी0 वी0 कैमरे लगाए जाने प्रस्तावित किए हैं।

7. हरियाणा राज्य प्रदूषण नियंत्रण बोर्ड, रेवाड़ी तथा भारत के राष्ट्रीय राजमार्ग प्राधिकरण (एन0 एच0 ए0 आई0) ने धारूहेड़ा (हरियाणा) में भिवाड़ी (राजस्थान) से आने वाली अनुपचारित बहिःस्त्राव के बारे में शिकायत दायर की है तथा एफ आई आर धारूहेड़ा (हरियाणा) में भिवाड़ी (राजस्थान) से अनुपचारित बहिःस्त्राव के निरन्तर निर्वहन के लिए पुलिस विभाग द्वारा दायर की गई है।

8. धारूहेड़ा हरियाणा में भिवाड़ी, राजस्थान से प्रवाहित होने वाले अनुपचारित बहिःस्त्राव के हरियाणा तथा राजस्थान से अधिकारियों की टीम द्वारा संयुक्त नमूने नियमित रूप से लिए जा रहे हैं बहिःस्त्राव के पैरामीटर निर्धारित सीमा से अधिक है तथा नमूना रिपोर्ट आवश्यक कार्रवाई करने के लिए राजस्थान के प्राधिकारियों के साथ सांझा की है। पत्र की प्रतियां अनुबंध -5 के रूप में संलग्न है।

9. जैसा कि राजस्थान सरकार की विभिन्न एजेंसियां धारूहेड़ा में भिवाड़ी से प्रभावित होने वाले अनुपचारित बहिःस्त्राव को रोकने के लिए माननीय राष्ट्रीय हरित अधिकरण (एन जी टी) द्वारा अपने आदेश दिनांक 12-12-2017 द्वारा जारी निर्देशों की पालना नहीं की है। हरियाणा राज्य प्रदूषण नियंत्रण बोर्ड ने पूर्वोक्त मामले में एक निष्पादन आवेदन नं0 42/2019 फाईल किया है तथा माननीय राष्ट्रीय हरित अधिकरण (एन0 जी0 टी0) ने राजस्थान सरकार की विभिन्न एजेंसियों अर्थात् राजस्थान राज्य औद्योगिक विकास तथा निवेश निगम लिमिटेड (आर0 आई0 आई0 सी0 ओ0), नगर परिषद, भिवाड़ी, भिवाड़ी जल प्रदूषण नियंत्रण न्यास (बी0 जे0 पी0 एन0 टी0) पर आदेश दिनांक 29-10-2021 द्वारा 3,158.52 लाख रूपए का पर्यावरणीय मुआवजा अधिरोपित किया है। इसके अतिरिक्त राजस्थान सरकार के विभिन्न विभागों ने हरियाणा राज्य प्रदूषण नियंत्रण बोर्ड द्वारा दायर निष्पादन आवेदन नं0 42/2019 में माननीय राष्ट्रीय हरित अधिकरण (एन0 जी0 टी0) द्वारा पारित आदेश दिनांक 29-10-2021 को स्थगित करने के लिए माननीय भारत के सर्वोच्च न्यायालय तथा

शीर्ष न्यायालय में पहुँच की है तथा सर्वोच्च न्यायालय ने माननीय राष्ट्रीय हरित अधिकरण द्वारा प्रारित आदेश दिनांक 29-10-2021 को स्थगित कर दी है (संलग्न-6)। स्थगन को रद्द करने के उद्देश्य से हरियाणा राज्य प्रदूषण नियंत्रण बोर्ड ने भारत के माननीय सर्वोच्च न्यायालय के सम्मुख दिनांक 28.06.2023 को काऊँटर शपथपत्र दायर किया है तथा इस समय मामला माननीय अपैक्स न्यायालय के सम्मुख न्यायाधीन है।

* 33 श्री चिरंजीव राव, विधायक (रेवाड़ी):

क्या मुख्यमंत्री कृप्या बताएं कि:—

(क) क्या यह तथ्य है कि बारिश के पानी के साथ रसायन युक्त पानी भिवाड़ी से धारूहेड़ा कस्बे में घुस जाता है तथा धारूहेड़ा के पार्को, सेक्टर 4 तथा सेक्टर 6 में बाढ़ आ जाती है;

तथा

(ख) यदि हां, तो उपरोक्त समस्या के समाधान के लिए सरकार द्वारा क्या कदम उठाए गए हैं ?

श्री मनोहर लाल, मुख्यमंत्री

श्रीमान जी,

विवरण सदन के पटल पर रखा जाता है।

श्री चिरंजीव राव, विधायक रेवाड़ी द्वारा उठाया गया प्रश्न संख्या 33 के उत्तर में
निर्दिष्ट विवरण

क. श्रीमान जी हां, यह सत्य है कि अनुपचारित बहिःस्त्राव धारूहेड़ा (हरियाणा) में भिवाड़ी (राजस्थान) में आता है जिसके लिए नियमित नमूने हरियाणा राज्य प्रदूषण नियंत्रण बोर्ड (एच० एस० पी० सी० बी०) तथा राजस्थान राज्य प्रदूषण नियंत्रण बोर्ड (आर० एस० पी० सी० बी०) की संयुक्त टीम द्वारा संगृहीत किए जा रहे हैं तथा विश्लेषण रिपोर्ट के अनुसार बहिःस्त्राव के पैरामीटर निर्धारित सीमा से अधिक हैं।

ख. समस्या के समाधान के उद्देश्य से हरियाणा सरकार ने राजस्थान सरकार के साथ विभिन्न स्तरों पर नियमित पत्राचार, क्षेत्र का मुआयना करने तथा संयुक्त बैठके आदि के रूप में सभी आवश्यक कदम उठाये जा रहे हैं। पूर्वोक्त समस्या के समाधान के लिए सरकार द्वारा उठाए गए कदम अनुबन्ध -1 पर दिए गए हैं।

धारूहेड़ा में बहने वाले भिवाड़ी से अनुपचारित बहिःस्त्राव के मामले के समाधान के उद्देश्य से हरियाणा सरकार ने विभिन्न स्तरों पर नियमित पत्राचार, क्षेत्र का मुआयना करने तथा संयुक्त बैठके आदि के रूप में राजस्थान सरकार के पास मामला उठाया है जिसके ब्योरे निम्न अनुसार हैं:-

1. दिनांक 01.09.2022 को श्री राव इन्द्रजीत सिंह, माननीय राज्य मंत्री, भारत सरकार, नई दिल्ली ने समस्या के ठोस समाधान का पता लगाने के लिए राजस्थान सरकार तथा हरियाणा सरकार के अधिकारियों के साथ धारूहेड़ा में एक बैठक की है तथा राजस्थान सरकार के अधिकारियों को विभिन्न निर्देश जारी किए थे।
2. दिनांक 09.03.2023 को अध्यक्ष हरियाणा राज्य प्रदूषण नियंत्रण बोर्ड, पंचकूला ने समस्या की छानबीन करने के लिए जिला प्रशासन, रेवाड़ी के अधिकारियों के साथ धारूहेड़ा में एक बैठक की थी।
3. दिनांक 04.07.2023 को मामले पर चर्चा करने के लिए भिवाड़ी (राजस्थान) में दोनों राज्यों के अधिकारियों सहित उपायुक्त, रेवाड़ी तथा जिला कलक्टर, अलवर के बीच एक बैठक की गई थी।
4. दिनांक 30.07.2023 को हरियाणा के माननीय मुख्यमंत्री ने राजस्थान सरकार तथा हरियाणा सरकार के अधिकारियों के साथ धारूहेड़ा में एक बैठक की थी तथा भिवाड़ी से आने वाले अनुपचारित बहिःस्त्राव को रोकने तथा भिवाड़ी (राजस्थान) में उल्लंघन करने वाले उद्योगों का निरीक्षण करने हेतु 24 घण्टे के भीतर एक संयुक्त टीम गठित करने के लिए विभिन्न निर्देश जारी किए थे। जिला प्रशासन, रेवाड़ी ने 20 घण्टे के भीतर एक टीम पहले ही गठित कर दी है किन्तु जिला कलक्टर, अलवर द्वारा अभी तक कोई टीम गठित नहीं की गई है।
5. हरियाणा के मुख्यमंत्री ने दिनांक 21.08.2023 को राजस्थान के मुख्यमंत्री को एक डी.ओ. पत्र के माध्यम से अनुरोध किया है, कि वह अपने अधिकारियों को संयुक्त समिति का हिस्सा बनने का निर्देश दे जो समय-समय पर बैठक एवं निगरानी करें, और इस समस्या को कम करने के लिए अंतरिम कदम उठाएँ, जब तक माननीय हरित राष्ट्रीय अधिकरण (एन0जी0टी0) के निर्देशों के अनुसार अंतिम समाधान लागू न हो।
6. जिला प्रशासन, रेवाड़ी ने अनुपचारित बहिःस्त्राव की निगरानी करने के लिए धारूहेड़ा में भिवाड़ी से बहिःस्त्राव के प्रवेश बिन्दु पर एक रियल टाइम जल गुणवत्ता मॉनीटरिंग स्टेशन (आर टी डब्ल्यू क्यू एम एस), 03 फलो मीटर लगाना तथा 03 सी0 सी0 टी0 वी0 कैमरे लगाए जाने प्रस्तावित किए हैं।

7. हरियाणा राज्य प्रदूषण नियंत्रण बोर्ड, रेवाड़ी तथा भारत के राष्ट्रीय राजमार्ग प्राधिकरण (एन0 एच0 ए0 आई0) ने धारूहेड़ा (हरियाणा) में भिवाड़ी (राजस्थान) से आने वाली अनुपचारित बहिःस्त्राव के बारे में शिकायत दायर की है तथा एफ आई आर धारूहेड़ा (हरियाणा) में भिवाड़ी (राजस्थान) से अनुपचारित बहिःस्त्राव के निरन्तर निर्वहन के लिए पुलिस विभाग द्वारा दायर की गई है।

8. धारूहेड़ा हरियाणा में भिवाड़ी, राजस्थान से प्रवाहित होने वाले अनुपचारित बहिःस्त्राव के हरियाणा तथा राजस्थान से अधिकारियों की टीम द्वारा संयुक्त नमूने नियमित रूप से लिए जा रहे हैं बहिःस्त्राव के पैरामीटर निर्धारित सीमा से अधिक है तथा नमूना रिपोर्ट आवश्यक कार्रवाई करने के लिए राजस्थान के प्राधिकारियों के साथ सांझा की है।

9. जैसा कि राजस्थान सरकार की विभिन्न एजेंसियां धारूहेड़ा में भिवाड़ी से प्रभावित होने वाले अनुपचारित बहिःस्त्राव को रोकने के लिए माननीय राष्ट्रीय हरित अधिकरण (एन जी टी) द्वारा अपने आदेश दिनांक 12-12-2017 द्वारा जारी निर्देशों की पालना नहीं की है। हरियाणा राज्य प्रदूषण नियंत्रण बोर्ड ने पूर्वोक्त मामले में एक निष्पादन आवेदन नं0 42/2019 फाईल किया है तथा माननीय राष्ट्रीय हरित अधिकरण (एन0 जी0 टी0) ने राजस्थान सरकार की विभिन्न एजेंसियों अर्थात् राजस्थान राज्य औद्योगिक विकास तथा निवेश निगम लिमिटेड (आर0 आई0 आई0 सी0 ओ0), नगर परिषद, भिवाड़ी, भिवाड़ी जल प्रदूषण नियन्त्रण न्यास (बी0 जे0 पी0 एन0 टी0) पर आदेश दिनांक 29-10-2021 द्वारा 3,158.52 लाख रूपए का पर्यावरणीय मुआवजा अधिरोपित किया है। इसके अतिरिक्त राजस्थान सरकार के विभिन्न विभागों ने हरियाणा राज्य प्रदूषण नियंत्रण बोर्ड द्वारा दायर निष्पादन आवेदन नं0 42/2019 में माननीय राष्ट्रीय हरित अधिकरण (एन0 जी0 टी0) द्वारा पारित आदेश दिनांक 29-10-2021 को स्थगित करने के लिए माननीय भारत के सर्वोच्च न्यायालय तथा शीर्ष न्यायालय में पहुँच की है तथा सर्वोच्च न्यायालय ने माननीय राष्ट्रीय हरित अधिकरण द्वारा प्रारित आदेश दिनांक 29-10-2021 को स्थगित कर दी है। स्थगन को रद्द करने के उद्देश्य से हरियाणा राज्य प्रदूषण नियंत्रण बोर्ड ने भारत के माननीय सर्वोच्च न्यायालय के सम्मुख दिनांक 28.06.2023 को काऊँटर शपथपत्र दायर किया है तथा इस समय मामला माननीय अपैक्स न्यायालय के सम्मुख न्यायाधीन है।