

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

**ORIGINAL APPLICATION NO. 370/2021**

**IN THE MATTER OF:**

**MANOJ KUMAR RAY**

**.....APPLICANT**

**VERSUS**

**STATE OF UTTAR PRADESH**

**.....RESPONDENT(S)**

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**THROUGH COUNSEL**



BHANWAR PAL SINGH JADON  
STANDING COUNSEL FOR THE STATE OF U.P.  
[EMAIL-bhanwar09jadon@gmail.com](mailto:EMAIL-bhanwar09jadon@gmail.com)  
PHONE NO.-6375115224

Date: 29.10.2025

Place: NOIDA

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



ORIGINAL APPLICATION NO. 370/2021

IN THE MATTER OF:

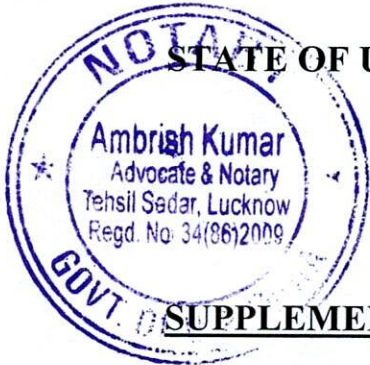
MANOJ KUMAR RAY

.....APPLICANT

VERSUS

STATE OF UTTAR PRADESH

.....RESPONDENT(S)



SUPPLEMENTARY AFFIDAVIT BY SECRETARY, URBAN  
DEVELOPMENT DEPARTMENT, STATE OF UTTAR PRADESH IN  
COMPLIANCE WITH ORDER DATED 18.08.2025 PASSED BY THE  
HON'BLE TRIBUNAL.

I, Anuj Kumar Jha, aged about 44 years, S/o Shri Badri Jha, presently posted as  
Secretary, Urban Development Department, Uttar Pradesh, do hereby solemnly

affirm and state as under:

Sworn & Verified  
Before me

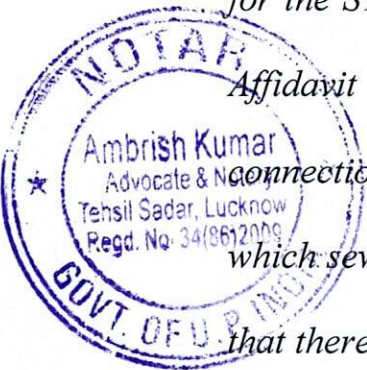
29/10/25  
AMBRISH KUMAR  
ADVOCATE & NOTARY  
Vill-Devi Ganj Ansiya  
Adampur Janubi, Lucknow

1. That I, the Deponent in the above captioned matter, am fully conversant with the facts of the case and am competent and authorized to swear the present reply.
2. That the present matter pending before the Hon'ble Tribunal pertains to the issue of discharge of sewage in Katahal drain connected to river Ganga and regarding solid waste in district Ballia, UP.
3. That the Hon'ble Tribunal in the previous order dated 18.08.2025 issued directions, which are reproduced hereinbelow for perusal:

*"...1. Learned counsel appearing for the State of UP submits that the 20 MLD STP has been constructed and the trial run is also complete. The CTO for the STP has been obtained. He has referred to the paragraph 18 of the*

*Affidavit dated 14.08.2025 wherein it is stated that until the household connections are made, the Katahal drain will be taped to the STP through which sewage will be pumped to the constructed STP. He has also submitted that there are six drains in Ballia Urban area which are discharging sewage in the Katahal drain and there are two drains on the other side in the rural*

*area discharging untreated sewage in the Katahal drain. Therefore, it needs to be clarified if the six drains on the urban side will be taped and diverted to the STP or the Katahal drain itself is going to be taped and diverted to the STP. It has not been disputed that the Katahal drain is a storm water drain outlet of Suraha Tal which meets river Ganga.*



Sworn & Verified

Before me

AMBRISH KUMAR

ADVOCATE & NOTARY  
Vill-Devi Ganj Anaiya  
Adampur Jarubi, Lucknow

4. The State Authorities are required to disclose as to why the new 20 MLD STP has been set up at a place which is away from the tapping point of Katahal drain requiring pumping of the sewage against the gradient to the STP resulting in not only the extra expenditure but also additional consumption of energy. We also take note of the fact that in respect of 11658 households, it is disclosed in paragraph 26 (page 742) of affidavit dated 14.08.2025 that there is no household connectivity and the septage of these household is transported to 25 KLD co-treatment plant situated at Chhorhar village Ballia. It is also stated that all these households have the septic tank. As against this, in paragraph 16(b) page 739 of the affidavit dated 14.08.2025 it has been disclosed that these 11658 households are having the discharge of approximately 6.58 MLD. It has not been disclosed as to how 6.58 MLD discharge will be treated in 25 KLD co-treatment plant. Even if the stand of the State is accepted that these 11658 households have STPs then also the State is required to disclose where the grey water generated from these households is going and how it is treated/utilized, when no sewage network exists in that area.



Sworn & Verified  
Before me  
29/10/25  
AMBRISH KUMAR  
ADVOCATE & NOTARY  
Villi-Devi Ganj Anaiya  
Adampur Janubi, Lucknow

The State will also disclose the expenditure which has been incurred in setting up the 20 MLD STP and which will be incurred daily in pumping sewage from Katahal drain to the 20 MLD STP and the source of electricity and power consumption for pumping the sewage.

6. Let the above information be disclosed by the Secretary, Urban Development Department, State of UP by filing the affidavit within six weeks.

7. List on 31.10.2025..."

**I. REASONS FOR SETTING UP THE STP (RS. 23.95 CRORES COST)  
AT UPSTREAM OF KATAHAL DRAIN:**

4. That, it is submitted that a meeting was convened on 21.08.2023 under the Chairmanship of the Chief Secretary, Government of Uttar Pradesh regarding matters pertaining to liquid waste management in the State, wherein the present matter was also taken up. Pursuant thereto, the Managing Director, U.P. Jal Nigam (Urban), Lucknow constituted an Eight-Member Committee vide letter No. 85/Joint-Managing-Director (Urban) CHOGP/2023 dated 22.08.2023 to inspect and examine the current status of sewerage works proposed/completed in District Ballia, so as to ensure compliance with the directions of this Hon'ble Tribunal.

A copy of letter dated 22.08.2023 is annexed herewith and marked as **Annexure-1.**



**Sworn & Verified  
Before me**

**AMRISH KUMAR**  
ADVOCATE & NOTARY  
Vill-Devi Ganj, Anaiya  
Adampur Janubi, Ballia

5. That, the Joint Committee inspected all the completed and proposed works in Ballia Nagar pertaining to the sewerage system and the proposed Sewage Treatment Plant (STP), and submitted its report. Upon conducting site inspections and examining various technical and financial aspects related to

the proposed construction of the STP, the Committee concluded that it would be viable to construct the STP on the previously acquired land situated near the upstream of Katahal Drain, for the following reasons:

- i. The Committee noted that the said land at the upstream of Katahal drain had been acquired in 2016 owing to the non-availability of any other suitable site. It was further observed that the rising mains at SPS Civil Line Zone (DI-K-9 pipeline of 400 mm diameter and 4822.50 meters length) and at SPS City Side, Bedua (DI-K-9 pipeline of 600 mm diameter and 6909.50 meters length) had already been laid during 2017-18. Hence, to ensure effective utilization of the existing infrastructure and to avoid wastage of expenditure already incurred, it would be appropriate to construct the STP at this location.

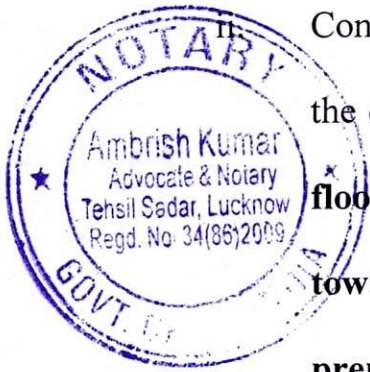
Conversely, the Committee observed that construction of the STP at the downstream of Katahal Drain would not be viable, as the area is flood-prone, and additional expenditure would be required towards new land acquisition and floodproofing of the STP premises. Moreover, the aforesaid pipelines of 4822.50 meters and

6909.50 meters length respectively would remain unutilized in such case.

Sworn & Verified  
Before me  
29/10/20  
AMBRISH KUMAR  
ADVOCATE & NOTARY  
Villi-Davi Ganj Anaiya  
Adampur Janubi, Lucknow

A copy of Joint Committee Report is annexed herewith and marked as

*Annexure-2.*



**II. FURTHER REPLYIS AS FOLLOWS:**

6. That, the Executive Engineer, U.P. Jal Nigam (Urban), vide Letter No. 1047/Amrut-2.0-Ballia-Sewerage/112 dated 04.10.2025, has proposed that until completion of all sewerage works, the Katahal Drain shall be completely tapped at its downstream and diverted to the 20 MLD Sewage Treatment Plant (STP). For this purpose, a sump well is proposed to be constructed at the downstream of the Katahal Drain, which shall be connected to the City Side rising main. Pumps are to be installed at the sump well to pump the sewage flowing in the drain and send it through the City Side rising main to the 20 MLD STP for treatment. The treated effluent from the STP is proposed to be discharged into Surha Taal through an irrigation canal, so that the wastewater flowing into the River Ganga through the Katahal Drain can be completely stopped.

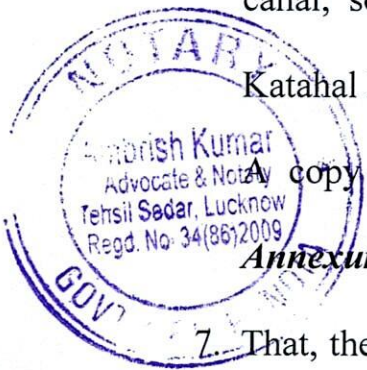
A copy of letter dated 04.10.2025 is annexed herewith and marked as **Annexure-3.**

7. That, the Executive Engineer, U.P. Jal Nigam, vide Letter No. 642/M-24/01 dated 11.09.2025, has informed that the estimated electricity cost for pumping sewage from both the SPS and the proposed sump well to the 20 MLD STP would be approximately Rs. 51,394 per day.

A copy of letter dated 11.09.2025 is annexed herewith and marked as

**Annexure-4.**

Sworn & Verified  
Before me  
29/10/25  
AMERISH KUMAR  
ADVOCATE & NOTARY  
Vill-Devi Ganj Anaiya  
Adampur Janubi, Lucknow



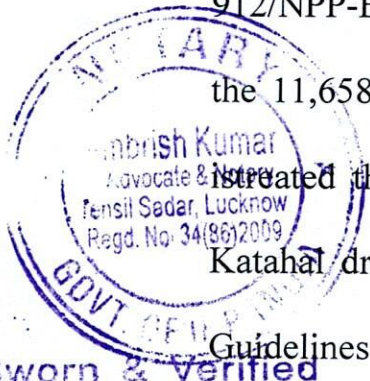
8. That, the Executive Engineer, U.P. Jal Nigam, vide Letter No. 420/Nagar-1/032-NGT-370 dated 25.10.2025, has informed that the sewage from 11,658 households is collected in septic tanks, where it undergoes decomposition and volume reduction. It has been stated that as per the IS Code, approximately 120 litres of septage per person per annum is generated in an Indian household. Basis this calculation approximately 20 KLD septage is generated from the 11,658 households which is to be treated at the 25 KLD co-treatment plant.

A copy of letter dated 25.10.2025 including the calculation sheet of 20 KLD is annexed herewith and marked as *Annexure-5*.

9. That, the Executive Officer, Nagar Palika Parishad, Ballia, vide Letter No. 912/NPP-Ballia/2025 dated 25.10.2025, has informed that, with respect to the 11,658 households, the grey water generated, having low BOD levels, is treated through bio-remediation before finally being discharged into the Katahal drain. It has further been stated that, in compliance with NMCG Guidelines No. V-174/2014/15/414/NMCG, the bio-remediation work was

suspended during the monsoon season and resumed on 11.10.2025 post-monsoon, and that the bio-remediation report for the current month is awaited.


Copies of letter dated 25.10.2025 along with the NMCG guidelines are annexed herewith and collectively marked as *Annexure-6*.



Sworn & Verified  
Before me  
29/10/25  
AMRISH KUMAR  
ADVOCATE & NOTARY  
Vill-Devi Ganj, Adampur  
Adampur Janubi, Lucknow

10.Hence, this reply is respectfully submitted for kind perusal of this Hon'ble Tribunal.

11.That everything stated above is true and correct to my knowledge, derived from official records, and nothing material has been concealed therefrom.

  
DEPONENT



Sworn & Verified  
Before me

29/10/25  
AMBRISH KUMAR  
ADVOCATE & NOTARY  
Viii-Devi Ganj Analya  
Adampur Janubi, Lucknow

VERIFICATION

Verified at LUCKNOW on this 29 day of October 2025, that the contents of the above affidavit from paragraphs 1 to 11 are true and correct to the best of my knowledge and belief. No part of it is false and nothing material has been concealed therefrom.

DEPONENT



Sworn & Verified  
Before me

29/10/25  
ANERISH KUMAR  
ADVOCATE & NOTARY  
Vul-Devi Genj Anaiya  
Adampur Janubi, Lucknow

Anom  
29/10/25  
I identify the Deponent/Executant/ who  
has signed/Put T.I. before me.

**प्रधान कार्यालय, उत्तर प्रदेश जल निगम (नगरीय)**

6 राणाप्रताप मार्ग, लखनऊ-226001

**ANNEXURE-1**

पत्रांक 85/संयुक्त प्रबंध निदेशक(नागर) कैम्प/2023

दिनांक 22/08/2023

**—कार्यालय ज्ञाप—**

दिनांक 21.08.2023 को मुख्य सचिव महोदय उ०प्र० शासन लखनऊ की अध्यक्षता में सम्पन्न हुई बैठक में मा० एन०जी०टी० में योजित ओ०ए० संख्या-370/2021-मनोज कुमार राय 'हंस' बनाम उ०प्र० राज्य व अन्य में दिये गये निर्देशों के अनुपालन में निम्नलिखित समिति गठित की जा रही है, जो जनपद-बलिया में जे०एन०एन०यू०आर०एम० (यू०आई०डी०एस०एम०टी०), राज्य सेक्टर एवम् अमृत कार्यक्रम के अन्तर्गत पूर्व में कराये गये सीवरेज संबंधी कार्यों की स्थलीय जाँच करने हेतु कल से ही स्थल पर अनिवार्य रूप से उपस्थित होकर वर्तमान में प्रस्तावित कार्यों की फिजीबिलिटी के सम्बन्ध में अपनी जाँच आख्या दिनांक 25.08.2023 तक अधोहस्ताक्षरी को प्रत्येक दशा में उपलब्ध कराना सुनिश्चित करेंगे।

1. श्री संजय कुमार गौतम, मुख्य अभियन्ता(नागर) उ०प्र० जल निगम (नगरीय) लखनऊ।
2. श्री ए० सी० दुबे, मुख्य अभियन्ता (प्रया०क्षे०), उ०प्र० जल निगम (नगरीय) प्रयागराज।
3. श्री संजय कुमार वर्मन, मुख्य अभियन्ता (मेरठ क्षेत्र), उ०प्र० जल निगम (ग्रामीण)।
4. श्री भानु प्रताप सिंह, अधीक्षण अभियन्ता ड्रेनेज सर्किल, सिंचाई विभाग, बलिया।
5. श्री पंकज यादव, अधीक्षण अभियन्ता, निर्माण मण्डल, उ०प्र० जल निगम (नगरीय) अयोध्या।
6. श्री आर०के० पंकज, अधीक्षण अभियन्ता निर्माण मण्डल, उ०प्र० जल निगम (नगरीय) आगरा।
7. श्री रतनसेन सिंह, अधीक्षण अभियन्ता, निर्माण मण्डल, उ०प्र० जल निगम (नगरीय), गोरखपुर।
8. श्री अखिलेश कुमार यादव, उप जिलाधिकारी सदर/अधिशासी अधिकारी न०पा०परि०, बलिया।

७/८ (शकेश कुमार मिश्र)  
प्रबन्ध निदेशक 22/8/23

**पू०सं० एवं दिनांक उपरोक्तानुसार :-**

**प्रतिलिपि:** -निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

1. प्रमुख सचिव, नगर विकास विभाग, उ०प्र० शासन, लखनऊ।
2. प्रमुख सचिव सिंचाई, उ०प्र० शासन, लखनऊ को इस अनुरोध के साथ प्रेषित कि मुख्य सचिव महोदय की बैठक दिनांक 21/08/2023 में दिये गये निर्देशों के क्रम में अधीक्षण अभियन्ता ड्रेनेज सर्किल, सिंचाई विभाग, बलिया को उपरोक्त समिति के सदस्यों से समन्वय करके आवश्यक कार्यवाही हेतु निर्देशित करने का कष्ट करें।
3. प्रबन्ध निदेशक उ०प्र० जल निगम (ग्रामीण), लखनऊ इस अनुरोध के साथ प्रेषित कि वे मुख्य अभियन्ता (मेरठ क्षेत्र) उ०प्र० जल निगम (ग्रामीण) मेरठ को मुख्य सचिव महोदय की बैठक में दिये गये निर्देश के क्रम में आवश्यक कार्यवाही हेतु निर्देशित करने का कष्ट करें।
4. जिलाधिकारी जनपद बलिया को इस आशय से प्रेषित कि वे उपजिलाधिकारी सदर और अधिशासी अधिकारी, न०पा०परि०, बलिया को आवश्यक कार्यवाही हेतु निर्देशित करने का कष्ट करें।
5. श्री संजय कुमार गौतम, मुख्य अभियन्ता (नागर) उ०प्र० जल निगम (नगरीय) लखनऊ।
6. श्री ए०सी०दुबे, मुख्य अभियन्ता (प्रया०क्षे०), उ०प्र० जल निगम (नगरीय) प्रयागराज।
7. श्री संजय कुमार वर्मन, मुख्य अभियन्ता (मेरठ क्षेत्र) उ०प्र० जल निगम (ग्रामीण)।
8. श्री भानुप्रताप सिंह, अधीक्षण अभियन्ता ड्रेनेज सर्किल, सिंचाई विभाग, बलिया।
9. श्री पंकज यादव, अधीक्षण अभियन्ता, निर्माण मण्डल, उ०प्र० जल निगम (नगरीय) अयोध्या।
10. श्री आर०के० पंकज, अधीक्षण अभियन्ता निर्माण मण्डल, उ०प्र० जल निगम (नगरीय) आगरा।
11. श्री रतनसेन सिंह, अधीक्षण अभियन्ता, निर्माण मण्डल, उ०प्र० जल निगम (नगरीय), गोरखपुर।
12. श्री अखिलेश कुमार यादव, उपजिलाधिकारी सदर/अधिशासी अधिकारी न०पा०परि०, बलिया।
13. अधीक्षण अभियन्ता, निर्माण मण्डल, उ०प्र० जल निगम (नगरीय), आजमगढ़।
14. अधिशासी अभियन्ता, निर्माण खण्ड, उ०प्र० जल निगम (नगरीय), बलिया।

७/८ प्रबन्ध निदेशक 22/8/23

दिनांक 21.08.2023 को मुख्य सचिव, उ०प्र० शासन, लखनऊ की अध्यक्षता में सम्पन्न हुयी बैठक में मा० एन०जी०टी० में योजित ओ०ए० संख्या-370/2021-गनोज कुमार राय 'हंस' बनाम उ०प्र० राज्य व अन्य में दिये गये निर्देशों के अनुपालन में गठित समिति की रिपोर्ट :-

दिनांक 21.08.2023 को मुख्य सचिव, उ०प्र० शासन, लखनऊ की अध्यक्षता में सम्पन्न हुयी बैठक में मा० एन०जी०टी० में योजित ओ०ए० संख्या-370/2021-गनोज कुमार राय 'हंस' बनाम उ०प्र० राज्य व अन्य में दिये गये निर्देशों के अनुपालन में प्रबन्ध निदेशक, उ०प्र० जल निगम (नगरीय), लखनऊ के कार्यालय द्वाप संख्या-85/संयुक्त प्रबन्ध निदेशक (नागर) कैम्प/2023, दिनांक 22.08.2023 द्वारा निम्नानुसार समिति का गठन किया गया है :-

- |                           |                                       |   |
|---------------------------|---------------------------------------|---|
| 1. श्री संजय कुमार गौतम   | मुख्य अभियन्ता (नागर)                 | उ०प्र० जल निगम (नगरीय), लखनऊ।                     |
| 2. श्री ए०सी० दूबे        | मुख्य अभियन्ता(प्रया०क्षे०)           | उ०प्र० जल निगम (नगरीय), प्रयागराज।                |
| 3. श्री संजय कुमार बर्मन  | मुख्य अभियन्ता(मेरठ क्षे०)            | उ०प्र० जल निगम (ग्रामीण), मेरठ।                   |
| 4. श्री भानु प्रताप सिंह  | अधीक्षण अभियन्ता,<br>ड्रेनेज सर्किल   | सिंचाई विभाग, बलिया।                              |
| 5. श्री पंकज कुमार यादव   | अधीक्षण अभियन्ता                      | निर्माण मण्डल उ०प्र० जल निगम,(नगरीय), अयोध्या।    |
| 6. श्री आर०के० पंकज       | अधीक्षण अभियन्ता                      | निर्माण मण्डल, उ०प्र० जल निगम,(नगरीय), गाजियाबाद। |
| 7. श्री रतन सेन सिंह      | अधीक्षण अभियन्ता                      | निर्माण मण्डल, उ०प्र० जल निगम (नगरीय), गोरखपुर।   |
| 8. श्री अखिलेश कुमार यादव | उप जिलाधिकारी, सदर<br>अधिरासी अधिकारी | नगर पालिका परिषद, बलिया।                          |

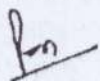
उक्त समिति द्वारा दिनांक 23.08.2023 से दिनांक 26.08.2023 तक बलिया में उपस्थित रहकर योजनाओं का परीक्षण/निरीक्षण किया गया। बलिया नगर को नगर के मध्य से जा रही रेलवे लाइन के आधार पर दो भागों नामतः सिटी जोन तथा सिविल लाइन जोन में विभक्त कर बलिया सीवरेज योजना-सिटी जोन एवं बलिया सीवरेज योजना-सिविल लाइन जोन क्रमशः वर्ष 2005-06 एवं वर्ष 2006-07 में स्वीकृत की गयी है। बलिया नगर में सीवर से सम्बन्धित कराये गये कार्य निम्नानुसार है :-

1. बलिया सीवरेज योजना- सिटी जोन:

सिटी जोन में सीवरेज कार्य हेतु राज्य सेक्टर कार्यक्रम के अन्तर्गत बलिया सीवरेज योजना-सिटी जोन का प्राक्कलन, अनुमानित लागत रू० 3057.41 लाख विरचित किया गया था, जिसके सापेक्ष रू० 2790.00 लाख की वर्ष 11/2005 में स्वीकृति प्रदान की गयी थी। इस योजना के अन्तर्गत अन्य कार्यों के अतिरिक्त आक्सीडेशन पाण्ड तकनीक आधारित सीवेज ट्रीटमेन्ट प्लांट, क्षमता 14.6 एम०एल०डी०, ग्राम-अमृत पाली, आ०मा० अमृतपाली, तिखमपुर में प्रस्तावित किया गया था। इस एस०टी०पी० के निर्माण हेतु 71.183 एकड़ भूमि का अधिग्रहण किया जाना प्रस्तावित था, जिसके क्रय हेतु रू० 419.36 लाख की धनराशि स्वीकृत की गयी थी।

सिटी जोन योजना में प्रस्तावित 14.6 एम०एल०डी० क्षमता के सीवेज ट्रीटमेन्ट प्लांट हेतु प्रस्तावित 71.183 एकड़ भूमि का अधिग्रहण कतिपय कारणोंवश न हो पाने के दृष्टिगत सिटी जोन हेतु आक्सीडेशन पाण्ड के स्थान पर यू०ए०एस०बी० तकनीक आधारित एस०टी०पी० का निर्माण प्रस्तावित करते हुये राज्य सेक्टर कार्यक्रम के अन्तर्गत स्वीकृत मूल योजना का पुनरीक्षित प्राक्कलन, अनुमानित लागत रू० 5819.69 लाख के सापेक्ष रू० 5222.72 लाख की स्वीकृति वर्ष 09/2007 में प्रदान की गयी।

पुनरीक्षित प्राक्कलन में एस०टी०पी० निर्माण हेतु 24.83 एकड़ भूमि का अधिग्रहण किया जाना प्रस्तावित किया गया, जिसके क्रय हेतु रू० 766.20 लाख की धनराशि स्वीकृत की गयी थी। पुनरीक्षित प्राक्कलन में लागत वृद्धि मुख्यतः आर०सी०सी० ह्यूम पाइप की दरों में वृद्धि, ट्रेन्चलेस स्टील पाइप की लेइंग, आक्सीडेशन पाण्ड आधारित एस०टी०पी० के स्थान पर यू०ए०एस०बी० आधारित एस०टी०पी०, भूमि अध्याप्ति लागत में वृद्धि, पावर कनेक्शन की लागत में वृद्धि तथा कतिपय नये प्राविधान यथा आर०सी०सी० वेंटीलेटिंग कालम, हाउस रीवर कनेक्टिंग चैम्बर आदि के कारण प्रस्तावित की गई थी।

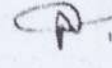












बलिया सीवरेज योजना-सिटी जोन के मूल एवं पुनरीक्षित में प्रस्तावित कार्यों के सापेक्ष सम्पादित कराये गये कार्यों की भौतिक प्रगति का विवरण खण्ड कार्यालय द्वारा निम्नानुसार सूचित किया गया :-  
(Rs in Lacs)

Sl.	Description of work	Original Estimate		Revised Estimate		Executed Work
		Quantity	Sanctioned Cost(₹)	Quantity	Sanctioned Cost(₹)	Quantity
	<b>Civil Works</b>					
1	Sewer Line	27.57 Km	1155.22	27.57 Km	2144.89	31.22 km
2	Sewage Pumping Station	1 No	59.50	1 No	59.50	Civil work completed, Pumping Plant & associated E&M works Pending.
3	Boundary Wall of SPS Campus, Staff Quarter (Type-1, 2 No.) and Campus Development	Job	-	Job	8.99	Work not done
4	Rising Main (DI K-9, 600 mm dia)	1.33 Km	298.91	3.00 Km	266.10	6.408 km (Increase in length is due to change in STP site)
5	Overflow Pipeline at SPS		64.20		178.20	Work Completed
6	Screen Arrangement	1 No	25.00		25.00	Work not done
7	STP (Oxidation Pond)	1 No	155.15	-	-	Work deleted
8	STP (UASB)	-	-	1 No	875.40	Work not done STP technology changed to SBR.
9	Boundary Wall of STP Campus and Campus Development	-	-	Job	24.61	Partilly Completed
10	Staff Quarter at STP Campus	-	-	2 No	5.00	Work not done
11	Godown at STP Campus	-	-	Job	2.50	Work not done Site of STP Changed.
12	Effluent Disposal Pipeline		223.88		235.30	Work not done Site of STP Changed.
13	03 months O&M of STP	-			7.76	Work not done STP not yet constructed
	<b>Total (Civil)</b>		<b>1982.58</b>		<b>3833.25</b>	
	<b>E&amp;M Works</b>		<b>167.56</b>		<b>167.56</b>	Pumps & Motors Purchased
	<b>Total (Civil + E&amp;M)</b>		<b>2150.14</b>		<b>4000.81</b>	
14	Contingencies		43.00		80.02	
	<b>Total</b>		<b>2193.14</b>		<b>4080.83</b>	
15	Less of 5%		-109.66		-204.04	
	<b>Total</b>		<b>2083.48</b>		<b>3876.79</b>	
16	Centage Charges (12.5%)		260.44		484.60	
	<b>Total</b>		<b>2343.92</b>		<b>4361.39</b>	
17	Land Acquisition	71.183 acre	419.36	24.83 acre	766.20	Land Acquisition for UASB based STP could not be completed since 80% Farmer did not agree.
18	Power Connection for SPS	1 No	26.72	1 No	75.14	Work not done
19	Power Connection for STP	1 No	-	1 No	20.00	Work not done
	<b>Total Sanction Cost</b>		<b>2790.00</b>		<b>5222.73</b>	

2. बलिया सीवरेज योजना-सिविल लाइन जोन :-

सिविल लाइन में सीवरेज कार्य हेतु जे0एन0एन0यू0आर0एम0 के उपघटक यू0आई0डी0एस0एस0एम0टी0 कार्यक्रम के अन्तर्गत बलिया सीवरेज योजना-सिविल लाइन जोन, अनुमानित लागत रू0 5222.33 लाख के सापेक्ष भारत सरकार द्वारा रू0 4472.31 लाख वर्ष 2006-07 में स्वीकृत की गयी थी। इस योजना के अन्तर्गत अन्य कार्यों के अतिरिक्त आवसीडेशन पाण्ड तकनीक आधारित सीवेज ट्रीटमेन्ट प्लांट, क्षमता 5 एम0एल0डी0, कादीपुर, बलिया में प्रस्तावित किया गया था। इस एस0टी0पी0 के निर्माण हेतु भूमि नगर पालिका परिषद, बलिया द्वारा उपलब्ध करायी जानी थी।

*[Handwritten signatures and initials]*

बलिया सीवरेज योजना- सिविल लाइन जोन में प्रस्तावित कार्यों के सापेक्ष सम्पादित कराये गये कार्यों की भौतिक प्रगति का विवरण खण्ड कार्यालय द्वारा निम्नानुसार सूचित किया गया :-

(Rs in Lacs)

Sl.	Description of work	Sanctioned Estimate		Executed Work
		Quantity	Sanctioned Amount (Rs)	Quantity
	<b>Civil Works</b>			
1	Sewerage network & appurtenant work	29.6482 (KM)	3579.65	29.648 (KM)
2	Sewage Pumping Station	01 No.	70.02	01 No.
3	Valve Chamber		0.90	Work not done
4	Rising Main	2.7 km	160.00	4.521 km (Increase in length is due to change in STP site)
5	Bypass Pipe from SPS	1.35 km	2.95	Work not done
6	<b>Sewerage Treatment Plant</b>			<b>Work not done</b>
6.1	Intake Chamber	1 No.	2.62	STP technology changed to SBR.
6.2	Screen & Grit Channel	1 No.	19.08	
6.3	Outlet Chamber	1 No.	0.70	
6.4	Oxidation Pond	1 No.	208.53	
7	Gravity Main from STP to Kathal Nala	4 km	106.75	Work not Done
8	STP site development works	job	20.00	Work not done
	<b>Total</b>		<b>4171.20</b>	
9	Work Charge Establishment @ 2%		0.00	
10	Contingencies @ 3%		125.13	
	<b>Sub Total</b>		<b>4296.33</b>	
	<b>E&amp;M works</b>			
1	Estimate of Pumping Plant D.G. set and Power Connection	Job	159.50	Work not done
2	Electrification of STP Campus	Job	10.65	Work not done
	<b>Total</b>		<b>170.15</b>	
	Work Charge Establishment @ 2%		0	
	Contingencies @ 3%		5.10	
	<b>Sub Total</b>		<b>175.25</b>	
	<b>Grand Total</b>		<b>4471.58</b>	
	Supervision Charges @ 12.5%		0	
	Provision for training, Efficiency, information etc @ .5%		0.00	
	<b>Grand Total</b>		<b>4471.58</b>	

3. उपर्युक्त योजनाओ मे प्रस्तावित कार्यों के निर्माण हेतु गठित अनुबन्ध :-

i. बलिया सीवरेज योजना- सिटी जोन (राज्य सेक्टर)

योजनान्तर्गत प्रस्तावित सीवर लाइन बिछाने हेतु मै0 ज्योति बिल्टेक प्रा0लि0, नई दिल्ली के साथ अनुबन्ध संख्या-10/सी0ई0/06-07 दिनांक 25.04.2006 गठित किया गया। अनुबन्ध के सापेक्ष कराये गये कार्यों एवं व्यय धनराशि का खण्ड कार्यालय द्वारा उपलब्ध कराया गया विवरण निम्नानुसार है :-

S.No	Bond Number	Name of firm	Name of work	Quantity	Total Cost	Physical Progress	Financial Progress	Remarks
1	10/CE/0 6-07 Dt. 25.04.20 06	M/S Jyoti Build Tech. Pvt. Ltd. 68/5339, Regarpura karol Bagh New Delhi.	Supply Laying Jointing testing Commissioning of sewer line along with appurtenant works in Ballia City. (City Zone)	27.57 Km (Branch Sewer 19.57 Km + Trunk Sewer 8.0 Km)	14,97,02,702.00	31.22 km	174889000.00	नगर पालिका परिषद बलिया को कार्य हस्तगत।

योजनान्तर्गत प्रस्तावित सीवेज पम्पिंग स्टेशन का निर्माण किया गया है परन्तु इसके निर्माण हेतु गठित अनुबन्ध एवं इसके सापेक्ष व्यय धनराशि का विवरण खण्ड कार्यालय द्वारा उपलब्ध नहीं कराया गया।

योजनान्तर्गत प्रस्तावित एस0टी0पी0 हेतु भूमि उपलब्ध न होने के कारण एस0टी0पी0 एवं राइजिंग मेन का कार्य नहीं किया गया।

*bn* *P48* *A* *Plan* *P* *A*

ii. बलिया सीवरेज योजना- सिविल लाइन जोन (यू0आई0डी0एस0एस0एम0टी0)

योजनान्तर्गत प्रस्तावित सीवर लाइन, सीवेज पम्पिंग स्टेशन एवं राइजिंग मेन के निर्माण हेतु मै0 ज्योति बिल्डटेक प्रा0लि0, नई दिल्ली के साथ अनुबन्ध संख्या-02/एस0ई0/09-10 दिनांक 14.07.2009 गठित किया गया। अनुबन्ध के सापेक्ष कराये गये कार्यों एवं व्यय धनराशि का खण्ड कार्यालय द्वारा उपलब्ध कराया गया विवरण निम्नानुसार है :-

S.No	Bond Number	Name of firm	Name of work	Quantity	Total Cost	Physical Progress	Financial Progress	Remarks
1	02/SE/09-10 Dt- 14-07-2009	M/S Jyoti Build Tech Pvt. Ltd. 68/5339, Regarpura karol Bagh New Delhi	Supply Laying Jointing testing Commissioning of sewer and rising main along with construction of appurtenant work and also including design and construction of sewage pumping station in Ballia on Lump sum cum item rate turnkey contract (Civil Line Zone)	Sewer Line = 30.648 km Rising Main = 2700 mtr RPS = 01 No.	252500000.00	Sewer Line = 29.588 km Rising Main = 0.00 mtr RPS = 01 No.	197954750.00	
2	02/SE/09-10 Dt- 04 6 2016	M/S Jyoti Build Tech Pvt. Ltd. 68/5339, Regarpura karol Bagh New Delhi.	Supply Laying Jointing testing Commissioning of sewer line by trenchless method.	500mm dia-540 mtr 600mm dia-100mtr 800mm dia-420 mtr	98762000.00	Nil		

योजनान्तर्गत प्रस्तावित एस0टी0पी0 हेतु भूमि उपलब्ध न होने के कारण कार्य प्रारम्भ नहीं किया जा सका परिणामस्वरूप तत्सम्बन्धी राइजिंग मेन का कार्य भी नहीं किया गया।

iii. बलिया सीवरेज योजना- सिटी जोन (राज्य सेक्टर)

उर्पयुक्त योजनाओं में प्रस्तावित सीवेज ट्रीटमेन्ट प्लांट के निर्माण हेतु चिन्हित स्थल पर भूमि प्राप्त न हो पाने के कारण उक्त योजनाओं में प्रस्तावित दोनों एस.टी.पी. के समतुल्य क्षमता 19.60 एम.एल.डी. के यू0एस0वी0 तकनीक आधारित एस0टी0पी0 हेतु आमंत्रित निविदा के आधार पर मै0 ज्योति बिल्डटेक, दिल्ली के साथ अनुबन्ध संख्या 03/एस.ई./09-10 दिनांक 24.10.2009, अनुबंधित लागत रु. 17.345 करोड़ गठित करते हुये कार्य प्रारम्भ करने के निर्देश दिये गये।

अनुबन्ध के अन्तर्गत कार्य प्रारम्भ की तिथि 29.10.2009 एवं कार्य पूर्ण करने की तिथि 28.04.2011 दी गयी। इस अनुबन्ध के अन्तर्गत 19.6 एम0एल0डी0 एस0टी0पी0 के अतिरिक्त एफ्ल्यूएंट पाइप लाइन एवं राइजिंग मेन का कार्य कराया जाना प्रस्तावित था, परन्तु एस0टी0पी0 के निर्माण हेतु वांछित 7 हेक्टेअर भूमि उपलब्ध न हो पाने के कारण एस0टी0पी0 एवं एफ्ल्यूएंट पाइप लाइन का कार्य प्रारम्भ नहीं हो सका। ठेकेदार के द्वारा मात्र 1441 मी0 राइजिंग मेन का ही कार्य कराया जा सका।

अनुबन्ध के सापेक्ष कराये गये कार्यों एवं व्यय धनराशि का खण्ड कार्यालय द्वारा उपलब्ध कराया गया विवरण निम्नानुसार है :-

S.No	Bond Number	Name of firm	Name of work	Quantity	Total Cost	Physical Progress	Financial Progress	Remarks
1	03/SE/09-10 Dt- 24-10-2009	M/S Jyoti Build Tech Pvt. Ltd. 68/5339, Regarpura karol Bagh New Delhi.	Survey Detailed Engineering design including soil investigation process design hydraulic design structural design mechanical, electrical instrumentation and automation for construction of 19.6 MLD UASB Reactor technology and also including and commissioning of rising main & Effluent pipe line on Lump sum cum rate turn key contract.	STP -1 NO 19.6 MLD on the basis of UASB technology.  Rising main 600 mm dia 3000 m.  Effluent pipe line (RCC) NP3 1200 mm dia 4000 m.	173450000.00	Nil  1441 m  Nil	4906825.00	भूमि उपलब्ध न होने के कारण एस0टी0पी0 का कार्य प्रारम्भ नहीं हो सका।

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4. एस0टी0पी0 निर्माण हेतु जनवरी-2016 में 0.948 हेक्टेयर भूमि उपलब्ध होने के पश्चात की गयी कार्यवाही:-

- यू0ए0एस0बी0 तकनीक आधारित एस0टी0पी0 हेतु आवश्यक 7.0 हेक्टेयर भूमि के स्थान पर मात्र 0.948 हेक्टेयर भूमि प्राप्त होने के पश्चात एस.बी.आर. तकनीक के आधार पर एस.टी.पी. का निर्माण कराये जाने का निर्णय लिया गया। तदानुसार राज्य सेक्टर कार्यक्रम के अन्तर्गत स्वीकृत योजना, लागत रू0 5222.73 लाख का द्वितीय पुनरिक्षित प्राक्कलन, अनुमानित लागत रू0 8331.49 लाख स्वीकृति हेतु उ0प्र0 शासन को प्रेषित किया गया।
- एस0बी0आर0 तकनीक आधारित एस0टी0पी0 के निर्माण हेतु तत्कालीन अधिशासी अभियन्ता द्वारा मै0 ज्योति बिल्डटेक प्रा0लि0 से प्राप्त किये गये ऑफर के आधार पर मुख्य अभियन्ता (वाराणसी क्षेत्र), उ0प्र0जल निगम, वाराणसी की अध्यक्षता में क्षेत्रीय निविदा समिति की दिनांक 16.07.2016 को आयोजित बैठक में लिये गये निर्णय (कार्यवृत्त, संलग्नक-1) के अनुक्रम में मै0 ज्योति बिल्डटेक प्रा0 लि0, 68/5339, रेगारपुरा, करोल बाग, नयी दिल्ली को वर्क अवार्ड कर दिया गया।
- निविदा समिति के निर्देशानुसार अनुबन्ध संख्या 03/एस0ई0/2009-10 दिनांक 24.10.2009 के अनुक्रम में अनुबन्ध संख्या 03/एस.ई./2009-10 दिनांक 20.04.2017 अनुबन्धित लागत रू. 30,67,61,000.00 गठित करके निर्माण कार्य प्रारम्भ किया गया। इस अनुबन्ध के अन्तर्गत कार्य प्रारम्भ की तिथि 20.04.2017 तथा कार्य पूर्ण करने की तिथि 19.10.2018 दी गई थी। मै0 ज्योति बिल्डटेक प्रा0लि0, नई दिल्ली द्वारा समस्त कार्य निर्धारित अवधि में पूर्ण नहीं किये जाने दृष्टिगत प्रथम बार दिनांक 30.06.2019 तक समयवृद्धि प्रदान की गयी।
- मै0 ज्योति बिल्डटेक प्रा0लि0, नई दिल्ली द्वारा निर्धारित अवधि में कार्य पूर्ण नहीं किये गये। उक्त अनुबन्ध के सापेक्ष कराये गये कार्यों एवं व्यय धनराशि का खण्ड कार्यालय द्वारा उपलब्ध कराया गया विवरण निम्नानुसार है :-

S.No	Bond Number	Name of firm	Name of work	Quantity	Total Cost	Physical Progress	Financial Progress	Remarks
1	2	3	4	5	6	7	8	9
1	03/SE/09-10 Dt-15-04-2017	M/S Jyoti Build Tech. Pvt. Ltd. 68/5339, Regarpura karol Bagh New Delhi.	Construction of 19.6 MLD STP Based on SBR and rising main line work.	1-19.60 mld STP on SBR Technology1 no. 2-Effluent disposal pipe line (NP3 900 mm dia 1000m) 3-Rising main (excuding cost of pipe • DIK-7 400 mm dia- 5325 m. • DIK-7 600 mm dia - 5525 m. In addition to above supply RCC main hole etc.	306761000.00	30%  0%  100%	160733160.00	

अवशेष कार्यों को पूर्ण किये जाने हेतु मुख्य अभियन्ता (पी0पी0आर0बी0डी0), उ0प्र0 जल निगम, लखनऊ की अध्यक्षता में गठित समिति की दिनांक 16.04.2020 को आहूत बैठक में बलिया सीवरेज योजना के कार्यों हेतु गठित अनुबन्ध संख्या-03/S.E./09-10, दिनांक 20.04.2017 के अन्तर्गत अवशेष कार्यों (संस्तुत लागत रू0 1578.24 लाख मात्र) को डेबिटेबल एजेन्सी मै0 ग्रीनलीफ इन्चार्जरोटेक प्रा0 लि0, मेहसाना, गुजरात सेलेक्शन बॉण्ड के माध्यम से कराने की स्वीकृति प्रदान करने हेतु की संस्तुति (कार्यवृत्त, संलग्नक-2) पर प्रबन्ध निदेशक के संस्तुति के आधार पर निदेशक मण्डल, उ0प्र0 जल निगम की दिनांक 25.06.2020 को सम्पन्न बैठक में निम्नानुसार निर्णय लिया गया :-

“विचार विमर्श के उपरान्त राज्य सेक्टर बलिया सीवरेज योजना (सिटी जोन) एवं यू0आई0डी0एस0एस0एम0टी0 सेक्टर बलिया (सिविल लाइन) के अपूर्ण कार्यों को पूरा कराते हुये इस योजना को कार्यशील कराने के दिये गये प्रस्ताव का अनुमोदन इस निर्देश के साथ किया गया कि राज्य सरकार से अवशेष कार्यों हेतु पुनरीक्षित/अनुपूरक प्राक्कलन शासन स्तर से स्वीकृति के उपरान्त अग्रेतर कार्यवाही सुनिश्चित किया जाये। जब तक शासन स्तर से पुनरीक्षित/अनुपूरक प्राक्कलन की स्वीकृति

प्राप्त नहीं होती है तब तक किसी प्रकार की कार्यवाही न की जाये, जिससे वित्तीय दायित्व (फाइनेन्शियल लाइबिलिटी) न बढ़े।”

इस प्रकार उपर्युक्त योजनाओ पर जून, 2020 के पश्चात कोई निर्माण कार्य नहीं किया गया।

5. खण्ड कार्यालय द्वारा उपलब्ध कराये गये विवरण के अनुसार राज्य सेक्टर एवं यू0आई0डी0एस0एम0टी0 कार्यक्रम के अन्तर्गत स्वीकृत योजनाओं के सापेक्ष सम्पादित कराये गये कार्यों की भौतिक एवं वित्तीय प्रगति का विवरण निम्नानुसार है:-

i. भौतिक प्रगति

Sl.	All Works sanctioned under both the Schemes	Unit	Quantity	Progress	Remark
1	Branch Sewer	Km.	45.743	45.743	
2	Trunck Sewer	Km.	11.475	10.70	
3	Sewage Pumping Station				
	City Zone	No.	1	Civil Work 90% Complete, E&M work balance.	
	Civil Line Zone	No.	1		
4	Over Flow Sewer (from Civil Line SPS to Kathal Nala)	Km.	2.65	2.15	
5	Rising main				
	City Zone SPS to STP site	Km.	5.70	6.386	
	Civil Line Zone SPS to STP site	Km.		5.325	
6	STP (SBR)	mld	19.6	30%	Currently all structure are dismantled

ii. वित्तीय प्रगति

उक्त योजनाओ के निर्माण हेतु उर्पयुक्त पैरा में उल्लिखित अनुबन्धों के अतिरिक्त अन्य विभिन्न अनुबन्ध गठित किये गये। खण्ड कार्यालय द्वारा उक्त योजनाओं हेतु गठित किये गये विभिन्न अनुबन्धों के सापेक्ष सम्पादित कराये गये कार्यों एवं व्यय धनराशि का अनुबन्ध वार विवरण उपलब्ध नहीं कराया जा सका। अतः उक्त योजनाओं पर व्यय धनराशि एवं अन्य विभागो को हस्तान्तरित की गयी धनराशि तथा सेन्टेज मद मे भारित धनराशि के साथ वर्तमान में उपलब्ध धनराशि का विवरण निम्न तालिका मे दर्शाया गया है :-

Sl. No.	Total Fund release	Total Paid Against work including centage	Balance as per record	Balance as per actual in the Bank	Diverted to other scheme	Remarks
1	96.943 Cr.	85.319 Cr.	11.624 Cr.	6.16 Cr.	10.95 Cr.	अभिलेखों के अनुसार एवं वास्तविकता के आधार उपलब्ध धनराशि में रु. 5.464 करोड़ की भिन्नता है।

6. उपर्युक्त योजनाओ के अन्तर्गत कराये गये निर्माण कार्यों की स्थिति :-

i. सीवेज ट्रीटमेन्ट प्लांट :-

एस0बी0आर0 तकनीक आधार एस0टी0पी0 के रिएक्टर, क्लोरिनेशन बिल्डिंग, एडमिन बिल्डिंग, ब्लोवर रूम, स्लजम्प का आंशिक कार्य कराया गया, जिस पर लगभग रू0 13.00 करोड़ की धनराशि व्यय की गयी। स्थलीय निरीक्षण मे एस0टी0पी0 की विभिन्न यूनितो की वाल डिस्मेन्टल अवस्था मे पाई गयी। अधिशासी अभियन्ता द्वारा अवगत कराया गया कि उक्त एस0टी0पी0 की डिस्मेन्टलिंग आई0आई0टी0 वी0एच0यू0 द्वारा दिये गये निर्देशानुकम मे की गयी है।

खण्ड कार्यालय द्वारा उपलब्ध कराये गये अभिलेखो के अवलोकन से ज्ञात हुआ कि एस0टी0पी0 के सिविल कार्य की गुणवत्ता परीक्षण की आई0आई0टी0 वी0एच0यू0 द्वारा उपलब्ध करायी गयी रिपोर्ट दिनांक 13.11.2018, दिनांक 29.11.2018 (छायाप्रति संलग्नक-3) मे कार्यों की गुणवत्ता अधोगानक

*[Handwritten signatures and initials]*

दर्शायी गयी थी। आई0आई0टी0 बी0एच0यू0 द्वारा रिपोर्ट में एस0टी0पी0 की विभिन्न यूनिटों में प्रयुक्त कांकीट की स्ट्रेंथ एम-25 से एम-30 दर्शायी गयी। उक्त एस0टी0पी0 के निर्माण हेतु गठित अनुबन्ध में उपलब्ध स्ट्रक्चल डिजाइन एम-30 ग्रेड कांकीट पर आधारित है।

आई0आई0टी0 बी0एच0यू0 द्वारा एस0टी0पी0 के सिविल स्ट्रक्चर की डिजाइन के पुनः परीक्षण का सुझाव दिया गया।

तदकम में मुख्य अभियन्ता (वाराणसी क्षेत्र) के कार्यालय पत्र सं0 771/ई-12/143 दिनांक 06.12.2018 (संलग्नक-4) द्वारा अधिशासी अभियन्ता, निर्माण खण्ड, बलिया को आई0आई0टी0 बी0एच0यू0 द्वारा दिये गये सुझाव के अनुरूप कार्यवाही हेतु निर्देशित किया गया।

आई0आई0टी0 बी0एच0यू0 के पत्र सं0-सी0ई0/आर0के0/2018/871 दिनांक 24.07.2019 (संलग्नक-5) के माध्यम से दिनांक 07.06.2019 को किये गये स्थलीय निरीक्षण की प्रेषित थर्ड पार्टी इन्स्पेक्शन रिपोर्ट में एस0बी0आर0 यूनिट की बाहरी दिवाल को डिस्मेन्टल करने का सुझाव दिया गया था। उक्त के अतिरिक्त एस0टी0पी0 की अन्य इकाईयों में पाई गयी कमियों के निराकरण उपरान्त स्वीकृत डिजाइन एवं ड्राइंग के अनुरूप निर्माण कार्य कराने का सुझाव दिया गया।

खण्ड कार्यालय द्वारा उपलब्ध कराये गये अभिलेखों में एस0टी0पी0 को खंडित किये जाने से सम्बन्धित उच्च स्तर से निर्देशों की पुष्टी नहीं होती है। उपरोक्त से स्पष्ट है कि एस0टी0पी0 के डिस्मेन्टिलिंग की कार्यवाही जुलाई 2019 के उपरान्त की गयी है तथा इस अवधि में खण्ड कार्यालय में अधिशासी अभियन्ता के पद पर श्री कायम हुसैन, श्री अरविन्द कुमार एवं श्री अंकुर श्रीवास्तव कार्यरत रहें।

उल्लेखनीय है कि निर्माण कार्यों में प्रयुक्त सामग्री एवं निर्माण की गुणवत्ता सुनिश्चित किये जाने का उत्तरदायित्व सम्बन्धित अभियन्ताओं का है। अतः एस0टी0पी0 निर्माण पर व्यय धनराशि हेतु अनुन्धित फर्म के साथ-साथ सम्बन्धित अभियन्ता उत्तरदायी हैं। उक्त के सम्बन्ध में प्रश्नगत योजना पर संस्थित जॉच के कम में टी0ए0सी0 द्वारा योजना का स्थलीय निरीक्षण एवं परीक्षण उपरान्त प्रेषित की गयी जॉच रिपोर्ट के कम में दोषी पाये गये कार्मिकों के विरुद्ध अनुशासनिक जॉच संस्थित है। (टी0ए0सी0 जॉच रिपोर्ट संलग्नक-6 एवं 7)

ii. सीवर लाईन :-

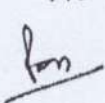
राज्य सेक्टर एवं यू0आई0डी0एस0एस0एम0टी0 कार्यक्रम के अन्तर्गत स्वीकृत योजनाओं के सापेक्ष बलिया नगर में बिछायी गयी 56.44 कि0मी0 लम्बाई में सीवर लाईन, एस0टी0पी0 निर्माण कार्य पूर्ण न होने के कारण क्रियाशील नहीं की जा सकी है।


iii. सीवेज पम्पिंग स्टेशन :-

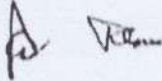
बलिया नगर के सिटी जोन एवं सिविल लाईन जोन में क्रमशः बेदुवां एवं कलेक्ट्रेट परिसर के निकट निर्मित सीवेज पम्पिंग स्टेशन सम्बन्धित सिविल कार्य 90 प्रतिशत पूर्ण पाये गये तथा विद्युत यांत्रिक सम्बन्धित कार्य किये जाने शेष हैं।

iv. राइजिंग मेन :-

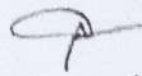
बलिया नगर के सिटी जोन एवं सिविल लाईन जोन में निर्मित सीवेज पम्पिंग स्टेशन से ग्राम छुडहर में प्रस्तावित एस0बी0आर0 तकनीक आधारित एस0टी0पी0, क्षमता 19.60 एम0एल0डी0 तक क्रमशः 600 मी0मी0 व्यास की 8.408 कि0मी0 लम्बाई एवं 400 मी0मी0 व्यास की 5.325 कि0मी0 लम्बाई में डी0आई0-के-9 राइजिंग मेन पाइप लाइन बिछाने का कार्य किया गया है। उक्त राइजिंग मेन के सम्बन्ध में श्री अंकुर श्रीवास्तव, अधिशासी अभियन्ता द्वारा अवगत कराया गया कि राइजिंग मेन में वैड के स्थान पर गैप है। उक्त राइजिंग मेन के कम्पलीशन प्लान उपलब्ध न हो पाने के कारण गैप की वारताविक गणना की जानी सम्भव नहीं हो सकी। स्थलीय निरीक्षण में 03 स्थानों पर टेस्ट पिट में राइजिंग मेन पाइप लाईन पायी गयी।











7. राज्य सेक्टर एवं यू0आई0डी0एस0एम0टी0 कार्यक्रम के अन्तर्गत स्वीकृत योजनाओं में बलिया नगर में पूर्व में किये गये सीवर सम्बन्धी निर्माण कार्यों को क्रियाशील एवं जनोपयोगी किये जाने हेतु राज्य सेक्टर एवं अमृत 2.0 कार्यक्रम में स्वीकृत नयी योजनाओं के सम्बन्ध में आख्या।

1. रिहैबिलिटेशन ऑफ सीवरेज वर्क इन बलिया नगर पालिका परिषद (राज्य सेक्टर) :-

बलिया नगर में पूर्व में बिछायी गयी 56.44 कि0मी0 लम्बाई में सीवर लाइन की सिल्ट सफाई हेतु राज्य सेक्टर कार्यक्रम के अन्तर्गत अनुमानित धनराशि रू0 973.68 लाख के सापेक्ष राज्य सरकार द्वारा रू0 934.78 लाख की स्वीकृति प्रदान की गयी। योजना में प्रस्तावित कार्यों का विवरण निम्नवत् है :-

Sl.	Description	Quantity	Sanctioned Cost (Rs. in Lakh)
<b>A</b>	<b>Civil Works</b>		
1	Desilting/Cleaning of choked Existing Sewers	57.123 km	666.42
2	Effluent Disposal Arrangement	01 No	81.40
	<b>Total</b>		<b>747.82</b>
3	Contingencies (@2%)		14.96
	<b>Total</b>		<b>762.78</b>
4	Departmental Efficiency (@5%)		-38.14
	<b>Total</b>		<b>724.64</b>
5	Centage (10%)		72.46
6	Labour Cess (1%)		7.25
7	GST (18%)		130.43
	<b>Total Project Cost</b>		<b>934.78</b>

2. रिहैबिलिटेशन ऑफ सीवरेज वर्क इन बलिया नगर पालिका परिषद (अमृत 2.0) :- बलिया नगर में एस0बी0आर0 तकनीक आधारित 20 एम0एल0डी0 क्षमता के एस0टी0पी0 निर्माण, पूर्व निर्मित एस0पी0एस0 में वि0/याँ0 कार्यों, राइजिंगमेन, ट्रेन्चलेस विधि से सीवर लाइन बिछाने एवं तत्सम्बन्धी अवशेष कार्यों को पूर्ण कराये जाने हेतु अमृत 2.0 कार्यक्रम के अन्तर्गत विरचित योजना, अनुमानित लागत रू0 10539.21 लाख के सापेक्ष रू0 10093.24 लाख की स्वीकृति प्रदान की गयी है। योजना में प्रस्तावित कार्यों का विवरण निम्नवत् है :-

S.N.	Description	Quantity	Sanctioned Cost (Rs. in Lakh)
<b>A</b>	<b>Civil Works</b>		
<b>1</b>	<b>Sewer System &amp; Appurtenant works</b>		
1.1	City Zone	50 M	29.95
1.2	Civil Lines Zone	350 M	38.15
1.2.1	Byepass arrangement by Trenchless Method (Civil Line Zone)	500 M	750.78
1.2.2	Sewer laying Trenchless Method (Civil Line Zone)	550 M	1098.31
<b>2</b>	<b>Rising Main</b>		
2.1	IPS-1 (Bedua to MPS (Civil Lines)	500 M	86.06
2.2	MPS (Civil Lines) to STP	8.00 KM	1617.09
<b>3</b>	<b>Site Development and boundary wall</b>		
3.1	At MPS (Civil Line)	Job	8.84
3.2	At STP	Job	191.14
4	STP (20 MLD) – SBR Technology	1 No.	3000.00
5	Staff Quarter at STP (02 Nos)	Job	29.08
6	Effluent Disposal Arrangement at STP	Job	81.60
	<b>SUB Total (Civil works)</b>		<b>6931.00</b>
<b>B</b>	<b>E&amp;M Works</b>		
1	Pumping Plant	Job	774.59
2	Screen	Job	200.30
3	Sub-Station (MPS)	Job	138.56
	<b>SUB Total (E&amp;M works)</b>		<b>1113.45</b>
	<b>Total (Civil + E &amp; M)</b>		<b>8044.45</b>
	Deduction for Efficiency (-5%)		-402.22
	<b>Total</b>		<b>7642.22</b>
	Labour Cess (1%)		76.42

*[Handwritten signatures and initials are present at the bottom of the page.]*

S.N.	Description	Quantity	Sanctioned Cost (Rs. in Lakh)
	Department Supervision Charges (7%)		534.96
	GST (18%)		1375.60
	Power Connection	Job	256.00
	DG Set	1 No.	176.30
	GST on DG Set (18%)		31.73
	<b>Total Project Cost</b>		<b>10093.24</b>

8. अमृत 2.0 कार्यक्रम के अन्तर्गत स्वीकृत उक्त योजना मे प्रस्तावित कार्यों के सम्बंध मे समिति का अभिमत निम्नवत् है :-

i. नगर के घरेलू सीवेज के कलेक्शन एवं शोधन कार्य के मुख्य घटक सीवर लाइन, सीवेज पम्पिंग स्टेशन, राइजिंग मेन, सीवेज ट्रीटमेन्ट प्लान्ट एवं एफ्लूएन्ट लाइन होते है। बलिया नगर में एस0टी0पी0 निर्माण हेतु तकनीकी दृष्टिकोण से उचित स्थल के चयन हेतु समिति द्वारा निम्न स्थलों का स्थलीय निरीक्षण किया गया।

a) बलिया नगर हेतु वर्ष 2005-06 मे राज्य सेक्टर एवं वर्ष 2006-07 यू0आई0डी0एस0एम0टी0 कार्यक्रम के अन्तर्गत स्वीकृत योजनाओं में एस0टी0पी0 निर्माण हेतु चयनित स्थल के स्थलीय निरीक्षण में ज्ञात हुआ कि उक्त स्थल पर आबादी क्षेत्र विकसित हो चुका है तथा उक्त स्थल के निकट सम्भावित उपलब्ध भूमि, बलिया नगर में पूर्व निर्मित सीवेज पम्पिंग स्टेशन से लगभग 3.5 किमी0 पर प्राप्त हो सकेगी। परिणामस्वरूप एस0टी0पी0 निर्माण हेतु पूर्व में अधिग्रहित भूमि एवं पूर्व में बिछायी गयी 4822.50 मी0 लम्बाई में 400 मि0मी0 व्यास का डी0आई0-के-9 पाइप की एवं 6909.50 मी0 लम्बाई में 600 मि0मी0 व्यास का डी0आई0-के-9 राइजिंग मेन पाइप लाइन को प्रयोग में नहीं लिये जा सकेगे।

इस स्थान पर एस0टी0पी0 निर्माण किये जाने की स्थिति में अतिरिक्त भूमि का अधिग्रहण किया जाना आवश्यक होगा। उक्त के अतिरिक्त बलिया नगर में पूर्व निर्मित सीवेज पम्पिंग स्टेशन से नव चयनित एस0टी0पी0 परिसर तक लगभग 3.5 किमी0 लम्बाई में राइजिंग मेन बिछायी जानी आवश्यक होगी तथा एस0टी0पी0 के शोधित सीवेज के डिस्पोजल हेतु लगभग 4.00 किमी0 लम्बाई में एफ्लूएन्ट पाइप लाइन बिछायी जानी आवश्यक होगी, जिस पर अतिरिक्त व्यय होगा।

b) बलिया नगर के डाउन स्ट्रीम में कटहल नाले के निकट एस0टी0पी0 निर्माण किये जाने की स्थिति में एस0टी0पी0 निर्माण हेतु अतिरिक्त भूमि, नयी राइजिंग मेन एवं एस0टी0पी0 परिसर के फ्लड प्रोटेक्शन का अतिरिक्त कार्य करना होगा, जिस पर अतिरिक्त व्यय होगा। उक्त के अतिरिक्त एस0टी0पी0 निर्माण हेतु पूर्व में अधिग्रहित भूमि एवं पूर्व में बिछायी गयी 4822.50 मी0 लम्बाई में 400 मि0मी0 व्यास का डी0आई0-के-9 पाइप की एवं 6909.50 मी0 लम्बाई में 600 मि0मी0 व्यास का डी0आई0-के-9 राइजिंग मेन पाइप लाइन को प्रयोग में नहीं लिये जा सकेगे।

c) बलिया नगर में एस0टी0पी0 निर्माण हेतु नगर के अपरस्ट्रीम में कटहल नाले के निकट अधिग्रहित भूमि पर एस0टी0पी0 निर्माण किये जाने की स्थिति में, पूर्व में बिछायी गयी 4822.50 मी0 लम्बाई में 400 मि0मी0 व्यास का डी0आई0-के-9 पाइप की एवं 6909.50 मी0 लम्बाई में 600 मि0मी0 व्यास का डी0आई0-के-9 राइजिंग मेन पाइप लाइन को प्रयोग में लिया जा सकेगा।

बलिया नगर हेतु वर्ष 2005-06 मे राज्य सेक्टर एवं वर्ष 2006-07 यू0आई0डी0एस0एम0टी0 कार्यक्रम के अन्तर्गत स्वीकृत योजनाओं मे बलिया नगर मे 57 कि0मी0 लम्बाई सीवर लाइन, 02 नग सीवेज पम्पिंग स्टेशन, सीवेज पम्पिंग स्टेशन से एस0टी0पी0 तक राइजिंग मेन का अधिकांश कार्य पूर्ण किया जा चुका है। अमृत 2.0 कार्यक्रम एवं राज्य सेक्टर कार्यक्रम के अन्तर्गत स्वीकृत योजनाओ मे उक्त कार्यों को कियाशील किये जाने हेतु प्राविधान प्रस्तावित है। उक्त के अतिरिक्त सीवेज ट्रीटमेन्ट प्लान्ट, जिसका निर्माण पूर्व मे किया गया था, को कतिपय कारणोवश ध्वस्त कर दिया गया है, के पुर्ननिर्माण का प्राविधान भी किया गया है। अतः समिति का अभिमत है कि बलिया नगर मे पूर्व मे किये गये कार्यों पर व्यय की

गयी धनराशि के दृष्टिगत वर्तमान में स्वीकृत योजनाओं में लिये गये प्रस्ताव औचित्यपूर्ण है परन्तु प्रस्तावित कार्यों के आगमन के पुर्न परीक्षण की आवश्यकता है। समिति द्वारा स्वीकृत योजनाओं में अवलोकित त्रुटियों का उल्लेख निम्न पैराओं में किया गया है।

- ii. राज्य सेक्टर एवं यू0आई0डी0एरा0एरा0एम0टी0 कार्यक्रम के अन्तर्गत पूर्व में स्वीकृत योजना के निर्माण हेतु गठित योजनाओं के अनुबन्धों के सापेक्ष सम्पादित गये कार्य एवं व्यय धनराशि की सूचना खण्ड कार्यालय द्वारा स्पष्ट रूप से उपलब्ध नहीं करायी जा सकी है। अतः समिति का अभिमत है कि विशेष सम्परीक्षा दल के माध्यम से पूर्व में स्वीकृत योजनाओं के सापेक्ष व्यय धनराशि का परीक्षण कराया जाये।
- iii. योजनान्तर्गत सिटी जोन में पूर्व निर्मित सीवेज पम्पिंग स्टेशन को आई0पी0एरा0 मानते हुये सिविल लाइन जोन में पूर्व निर्मित सीवेज पम्पिंग स्टेशन तक 600 मि0मी0 व्यास की 500 मी0 लम्बाई में राइजिंग मेन का प्राविधान किया गया है। उक्त के अतिरिक्त सिविल लाइन जोन में पूर्व निर्मित सीवेज पम्पिंग स्टेशन को एम0पी0एरा0 मानते हुये एरा0टी0पी0 तक 750 मि0मी0 व्यास की 8.00 कि0मी0 लम्बाई में राइजिंग मेन प्रस्तावित की गयी है, जिसके सापेक्ष योजना में रु0 1703.15 लाख का प्राविधान किया गया है।

समिति द्वारा पूर्व स्वीकृत योजनाओं में राइजिंग मेन पाइप की प्राप्ति की गयी आपूर्ति के सम्बन्ध में अधिशासी अभियन्ता से की गयी पूछताछ पर ज्ञात हुआ कि 400 मि0मी0 व्यास का डी0आई0-के-9 पाइप की 4822.50 मी0 एवं 600 मि0मी0 व्यास का डी0आई0-के-9 पाइप की 6909.50 मी0 पाइप की आपूर्ति प्राप्त की गयी थी तथा उक्त पाइप को बिछाया जा चुका है, जिसकी पूर्ण स्थलीय निरीक्षण में 03 स्थलों पर टेस्ट पिट के माध्यम से की गयी।

अधिशासी अभियन्ता द्वारा अवगत कराया गया कि सिटी जोन एवं सिविल लाइन में पूर्व निर्मित सीवेज पम्पिंग स्टेशन से एस0टी0पी0 तक अलग-अलग राइजिंग मेन पाइप लाइन बिछायी गयी है तथा उक्त राइजिंग मेन एलाइनमेन्ट में मोड़ के स्थान मात्र पर गेप स्थित होने की सम्भावना है। उपरोक्त से स्पष्ट है कि अमृत 2.0 कार्यक्रम में स्वीकृत योजना में प्रस्तावित की गयी राइजिंग मेन पाइप लाइन, जिसके सापेक्ष रु0 1703.15 लाख का प्राविधान किया गया है, डुप्लीकेसी की श्रेणी में आता है एवं औचित्यपूर्ण नहीं है। उक्त कृत्य योजना विरचन में घोर लापरवाही को दर्शाता है।

- iv. अमृत 2.0 कार्यक्रम में स्वीकृत योजना के अन्तर्गत सिविल लाइन जोन में पूर्व निर्मित सीवेज पम्पिंग स्टेशन के बाईपास एरेजमेन्ट एवं ट्रंक सीवर लाइन को ट्रेन्चलेस की विधि से बिछाने हेतु कमरा: रु0 750.78 लाख एवं रु0 1098.31 लाख अर्थात् कुल धनराशि रु0 1899.09 लाख का प्राविधान किया गया है।

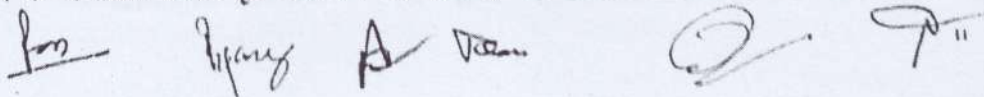
समिति द्वारा सीवेज पम्पिंग स्टेशन के बाईपास एरेजमेन्ट हेतु ट्रेन्चलेस विधि से सीवर लाइन बिछाये जाने के प्रस्ताव पर अधिशासी अभियन्ता द्वारा उक्त सीवर लाइन की एलाइनमेन्ट को स्पष्ट नहीं किया जा सका। स्वीकृत योजना में 800 मि0मी0 व्यास की ट्रेन्चलेस विधि से सीवर बाईपास लाइन बिछाये जाने हेतु ली गयी दर लगभग रु0 1.50 लाख प्रति मी0 ली गयी है, जबकि समान प्रकृति के कार्यों पर वास्तविक व्यय लगभग रु0 0.80 लाख प्रति मी0 आती है, जोकि प्राक्कलन में ली गयी दर की 50 प्रतिशत है।

इसी प्रकार समिति द्वारा स्थलीय निरीक्षण में 500 मि0मी0 व्यास की 540 मी0, 600 मि0मी0 व्यास की 100 मी0 एवं 800 मि0मी0 व्यास की 95 मी0 लम्बाई में ट्रेन्चलेस विधि से सीवर लाइन बिछाने हेतु किये गये प्राविधान का औचित्य स्पष्ट करने हेतु की गयी अपेक्षा पर अधिशासी अभियन्ता द्वारा औचित्य स्पष्ट नहीं किया जा सका। स्वीकृत योजना में 500, 600 एवं 800 मि0मी0 व्यास की 735 मी0 लम्बाई में ट्रेन्चलेस विधि से सीवर लाइन बिछाने हेतु रु0 1098.31 लाख का प्राविधान किया गया है, जिसकी औसत प्रति मी0 दर रु0 1.49 लाख आती है, जबकि समान प्रकृति के कार्यों पर वास्तविक व्यय रु0 0.70 लाख प्रति मी0 आती है, जोकि प्राक्कलन में ली गयी दर की 45 प्रतिशत है।



अतः समिति का अभिमत है कि अमृत 2.0 कार्यक्रम में स्वीकृत योजना में ट्रेन्चलेस विधि से सीवर लाइन बिछाने हेतु किये गये प्राविधान के पुनः परीक्षण की आवश्यकता है।

- v. अमृत 2.0 कार्यक्रम के अन्तर्गत स्वीकृत योजना में 20 एम0एल0डी0 क्षमता के एस0टी0पी0 का निर्माण प्रस्तावित किया गया है। उल्लेखनीय है कि वर्ष 2006-07 में स्वीकृत योजनाओं में प्रस्तावित एस0टी0पी0 की कुल क्षमता 19.60 एम0एल0डी0 थी। उक्त से स्पष्ट है कि 17 वर्ष उपरान्त एस0टी0पी0 क्षमता में मात्र 0.4 एम0एल0डी0 की वृद्धि आंकलित की गई जिसका पुनः परीक्षण किया जाना आवश्यक है।
- vi. सिटी जोन में निर्मित सीवेज पम्पिंग स्टेशन के स्थलीय निरीक्षण के समय उपस्थित स्थानीय निवासियों द्वारा अवगत कराया गया कि उनके द्वारा मा0 जिला न्यायालय में इस आशय से वाद योजित किया गया है कि उक्त भूमि का अधिगृहण जल निगम के पूर्वाधिकारियों द्वारा सीवेज पम्पिंग स्टेशन एवं अवर जलाशय के निर्माण हेतु किया गया था परन्तु प्रतिकर की धनराशि का भुगतान नहीं किया गया है। उक्त परिसर की बाउन्ड्रीवाल का निर्माण न होने के कारण स्थानीय निवासी द्वारा परिसर का उपयोग पालतू जानवरों (गाय, भैंस) के लिये किया जा रहा है जिसके कारण परिसर में काफी गंदगी है। अतः उक्त वाद पर प्रभावी कार्यवाही की जानी आवश्यक है ताकि परिसर की बाउन्ड्रीवाल एवं सीवेज पम्पिंग स्टेशन सम्बन्धि अवशेष कार्यों को पूर्ण किये जाने में व्यवधान उत्पन्न न हो।
- vii. अधिशासी अभियन्ता द्वारा अवगत कराया गया कि बलिया नगर के सीमान्तर्गत स्थित आबादी क्षेत्र में आबादी क्षेत्र को सीवर नेटवर्क से पूर्णतः संतृप्त किये जाने हेतु लगभग 120 कि0मी0 लम्बाई में सीवर लाइन की आवश्यकता है। उल्लेखनीय है कि पूर्व स्वीकृत योजनाओं के अन्तर्गत मात्र 57 कि0मी0 लम्बाई में सीवर लाइन बिछायी गयी है। नगर में पूर्व में स्थापित सीवेज इन्फ्रास्ट्रक्चर को क्रियाशील किये जाने की स्थिति नगर का मात्र 50 प्रतिशत सीवेज शोधन हेतु एस0टी0पी0 पर पहुँच सकेगा। अतः नगर का शेष 50 प्रतिशत सीवेज विभिन्न नालियों के माध्यम से कटहल नाले में प्रवाहित होगा। उक्त के अतिरिक्त अमृत 2.0 कार्यक्रम में प्रस्तावित 20 एम0एल0डी0 क्षमता के एस0टी0पी0 पर मात्र 08 से 10 एम0एल0डी0 सीवेज शोधन हेतु पहुँच सकेगा।
- viii. मा0 एन0जी0टी0 द्वारा निर्गत आदेशों के अनुपालन के दृष्टिगत नगर के अवशेष क्षेत्रों को भी सीवर नेटवर्क से आच्छादित किये जाने तथा उक्त सीवर को एस0टी0पी0 तक पहुँचाये जाने हेतु विस्तृत नियोजन किये जाने की आवश्यकता है एवं उक्त कार्यों हेतु प्राक्कलन में प्राविधान किये जाने की आवश्यकता है।
- ix. राज्य सेक्टर के अन्तर्गत स्वीकृत सिटी जोन सीवेज योजना में निर्मित पम्पिंग स्टेशन हेतु मोटर, पम्प एवं तत्सम्बन्धि उपकरणों का क्रय पूर्व में ही किया जा चुका है। उक्त का प्रयोग वर्तमान में किये जाने के दृष्टिगत वि0/याँ0 अभियन्ताओं के टीम गठित कर रिपोर्ट लिये जाने की आवश्यकता है, तदनुसार अमृत 2.0 कार्यक्रम के अन्तर्गत विरचित प्राक्कलन में वि0/याँ0 कार्यों हेतु किये गये प्राविधानों का भी परीक्षण किया जाना आवश्यक है।
- x. यू0आई0डी0एस0एस0एम0टी0 एवं राज्य सेक्टर कार्यक्रम के अन्तर्गत वर्ष 2006-07 में स्वीकृति योजनाओं में 57 किमी0 लम्बाई में बिछाई गई सीवर लाइन के डी-सिल्टिंग हेतु राज्य सेक्टर कार्यक्रम के अन्तर्गत 9.72 करोड़ की योजना वर्ष 2023 में स्वीकृत की गई है। उक्त के अतिरिक्त अमृत 2.0 कार्यक्रम के अन्तर्गत उपरोक्त योजनाओं में पूर्व निर्मित सीवेज पम्पिंग स्टेशन में पम्पिंग प्लान्ट एवं तत्सम्बन्धी विद्युत यंत्रिक उपकरणों के अधिष्ठापन, राइजिंगमेन एवं सीवेज ट्रीटमेन्ट प्लान्ट के निर्माण हेतु ₹0-100.93 करोड़ की योजना वर्ष 2023 में स्वीकृत की गयी है। नव स्वीकृत योजनाओं में सम्मिलित कार्यों के निर्माण उपरान्त कमीशनिंग की पररपर निर्भरता की दृष्टिगत यह आवश्यक है कि नव स्वीकृत दोनों योजनाओं में प्रस्तावित कार्यों को सम्मिलित कर एक योजना विरचित की जाय।
- xi. नगर पालिका परिषद बलिया के विभिन्न वार्डों में यू0आई0डी0एस0एस0एम0टी0 एवं स्टेट सेक्टर के अन्तर्गत पूर्व में स्वीकृत योजना के अन्तर्गत बिछायी गयी सीवर लाइन से आच्छादित क्षेत्र में अमृत कार्यक्रम के अन्तर्गत सीवर गृह संयोजन की योजना, ₹0 4007.07 लाख की वर्ष 2016-17 में स्वीकृति



प्रदान की गयी। उ०प्र० शासन द्वारा उक्त योजना के विरुद्ध शारानादेश सं० 299/2016/2681/नौ-5-2016-8 बजट/2016 नगर विकास अनुभाग-5 लखनऊ दिनांक 18.10.2016 द्वारा रु० 4007.07 लाख की प्रशासकीय एवं वित्तीय स्वीकृति प्रदान की गयी। स्वीकृति धनराशि में कार्य मद में धनराशि रु० 3565.76 लाख एवं सेन्टेज मद में धनराशि रु० 441.31 लाख की स्वीकृति प्रदान की गयी। इस योजना के अन्तर्गत कुल 7171 नग सीवर कनेक्टिंग चैम्बर्स का निर्माण किया जाना प्रस्तावित था।

समिति को उपलब्ध कराये गये अभिलेखों यथा प्रगति रिपोर्ट के अनुसार योजना के अन्तर्गत कुल 4818 नग सीवर हाउस कनेक्टिंग चैम्बर्स एवं तत्सम्बन्धी कार्यों को रिपोर्ट किया जा रहा है जबकि योजना के अन्तर्गत 3964 नग सीवर हाउस कनेक्टिंग चैम्बर्स का भुगतान अनुबन्धित फर्मों को किया जा चुका है एवं 386 नग के बिल बीजक भुगतान हेतु कार्यालय में उपलब्ध है जिसके अनुसार योजना के अन्तर्गत निर्मित किये गये कुल सीवर हाउस कनेक्टिंग चैम्बर्स की संख्या 4350 नग आंकलित होती है, जबकि कार्यालय में योजना के अन्तर्गत निर्मित किये गये कुल 4281 नग सीवर हाउस कनेक्टिंग चैम्बर्स की सूची ही उपलब्ध है।

कार्यालय के अन्तर्गत सहायक अभियन्ता/जूनियर इंजीनियर द्वारा किये गये स्थलीय सत्यापन के उपरान्त कार्यालय में स्थित 4281 नग सीवर हाउस कनेक्टिंग चैम्बर्स की सूची में से 2334 नग ही सूची में इंगित लोकेशन के अनुसार चिन्हित किये जा सके एवं 1947 नग सीवर हाउस कनेक्टिंग चैम्बर्स की सूची में इंगित लोकेशन को चिन्हित नहीं किया जा सका, जोकि अनियमितता की श्रेणी में आता है।

योजना के अन्तर्गत प्रथम किश्त के रूप में रु० 6.58 करोड़ की धनराशि निर्गत की गयी थी जिसके सापेक्ष योजना के अन्तर्गत 1612.97 लाख का भुगतान फर्मों को किया जा चुका है जिस हेतु रु० 1042.37 का भुगतान अन्य योजनाओं से फण्ड डायवर्जन किया गया है जिसकी सक्षम स्तर से स्वीकृति के सम्यन्ध में कोई अभिलेख प्राप्त नहीं हो सके।

xii. बलिया सीवरेज योजना के कार्यों को पुनः उपयोग में लाये जाने हेतु यह आवश्यक है कि उक्त योजना के कियान्वयन हेतु खण्ड/मण्डल/जोन स्तर पर गहन अनुश्रवण की आवश्यकता होगी।

(रतन सेन सिंह)  
अधीक्षण अभियन्ता, निर्माण मण्डल,  
उ०प्र० जल निगम (नगरीय)  
गोरखपुर

(पंकज कुमार यादव)  
अधीक्षण अभियन्ता, निर्माण मण्डल,  
उ०प्र० जल निगम (नगरीय)  
अयोध्या

(आर०के० पंकज)  
अधीक्षण अभियन्ता, निर्माण मण्डल,  
उ०प्र० जल निगम (नगरीय)  
गाजियाबाद

(मानु प्रताप सिंह)  
अधीक्षण अभियन्ता ड्रेनेज सर्किल  
सिंचाई विभाग, बलिया

(अखिलेश कुमार यादव)  
उप जिलाधिकारी सदर/अधिशाली अधिकारी  
नगर पालिका परिषद, बलिया

(संजय कुमार वर्मन)  
मुख्य अभियन्ता (मेरठ क्षेत्र)  
उ०प्र० जल निगम (ग्रामीण), मेरठ

(ए०सी० दुये)  
मुख्य अभियन्ता (प्रयागक्षेत्र),  
उ०प्र० जल निगम (नगरीय),  
प्रयागराज

(संजय कुमार गौतम)  
मुख्य अभियन्ता (नगर)  
उ०प्र० जल निगम (नगरीय)  
लखनऊ।



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E-mail:-upjn.ballia@gmail.com

# कार्यालय अधिशासी अभियन्ता

ANNEXURE-3

निर्माण खण्ड, उत्तर प्रदेश जल निगम (नगरीय), बलिया।

पत्रांक: 1047 / अमृत 2.0 बलिया सीवरज / 112

दिनांक: 04/10/2025

सेवा में,

अधीक्षण अभियन्ता,  
निर्माण मण्डल,  
उ० प्र० जल निगम (नगरीय),  
आजमगढ़।

विषय:- मा० एन०जी०टी० में योजित OA सं० 370/2021 की सुनवाई दिनांक 18.08.2025 में हुए आदेशों के अनुपालन में जनपद बलिया के नगर पालिका परिषद, बलिया के अन्तर्गत कटहल नाले को टैप करने के सम्बन्ध में।

महोदय,

उपर्युक्त विषयक अवगत कराना है कि वर्तमान में अमृत 2.0 राज्य सेक्टर कार्यक्रम के अन्तर्गत "Rehabilitation of Nagar Palika Parishad, Ballia Sewerage Scheme" का कार्य प्रगति पर है। मा० एन०जी०टी० में योजित OA सं० 370/2021 की सुनवाई दिनांक 18.08.2025 में हुए आदेशों के अनुपालन में जनपद बलिया के नगर पालिका परिषद, बलिया के अन्तर्गत कटहल नाले को downstream में Tapping arrangement का कार्य कराना अति आवश्यक है।

अतः नगर पालिका परिषद, बलिया के अन्तर्गत कटहल नाले को downstream में Tap करने हेतु प्रस्ताव/आगामी एस०एल०टी०सी० की बैठक में प्रस्तुत करने के आशय से आवश्यक कार्यवाही हेतु प्रेषित।  
संगलनक:-उपर्युक्तानुसार।

भवदीय

(पीयूष मोर्य)  
अधिशासी अभियन्ता

पृ०सं० एवं दिनांक उपरोक्तानुसार।

प्रतिलिपि-निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित:-

1. मुख्य अभियन्ता(नागर), उ० प्र० जल निगम (नगरीय), लखनऊ।
2. मुख्य अभियन्ता(प्रयागक्षेत्र), उ० प्र० जल निगम (नगरीय), प्रयागराज।

अधिशासी अभियन्ता

**मा0 एन0जी0टी0 में योजित OA सं0 370/2021 की सुनवाई दिनांक 18.08.2025 में हुए आदेशों के अनुपालन में जनपद बलिया के नगर पालिका परिषद, बलिया के अन्तर्गत कटहल नाले को टैप करने के सम्बन्ध में।**

उ0प्र0 शासन द्वारा राज्य सेक्टर कार्यक्रम के अन्तर्गत नगर पालिका परिषद, बलिया में बलिया सीवरेज योजना (सिटी साईड) हेतु वर्ष 2006-07 में धनराशि रू0 5222.72 लाख की स्वीकृति प्रदान की गई थी। उक्त योजना में सीवर वितरण प्रणाली (150 एम0एम0 से 800 एम0एम0 व्यास-27.57 किमी0), एस0पी0एस0-01 नग, राइजिंग मेन-3.00 किमी0, एस0टी0पी0-1 नग (क्षमता 14.67 एम0एल0डी0) की स्वीकृत कार्यों के सापेक्ष सीवर वितरण प्रणाली (150 एम0एम0 से 800 एम0एम0 व्यास-27.57 किमी0), एस0पी0एस0-01 नग, राइजिंग मेन-2.98 किमी0 का कार्य कराया गया था।

यू0आई0डी0एस0एस0एम0टी0 कार्यक्रम के अन्तर्गत नगर पालिका परिषद, बलिया में बलिया सीवरेज योजना (सिविल लाईन साईड) हेतु वर्ष 2006-07 में धनराशि रू0 4472.31 लाख की स्वीकृति प्रदान की गई थी। उक्त योजना में सीवर वितरण प्रणाली (150 एम0एम0 से 1100 एम0एम0 व्यास-29.648 किमी0), एस0पी0एस0-01 नग, राइजिंग मेन-2.70 किमी0, एस0टी0पी0-1 नग (क्षमता 5.00 एम0एल0डी0) की स्वीकृत कार्यों के सापेक्ष सीवर वितरण प्रणाली (150 एम0एम0 से 1100 एम0एम0 व्यास-28.873 किमी0), एस0पी0एस0-01 नग, राइजिंग मेन-2.70 किमी0 का कार्य कराया गया था।

वर्तमान में अमृत 2.0 एवं राज्य सेक्टर कार्यक्रम के अन्तर्गत "Rehabilitation of Nagar Palika Parishad, Ballia Sewerage Scheme" की शासनादेश संख्या 190/अमृत-2.0/नौ-5-2023 दिनांक 26.09.2023 के माध्यम से स्वीकृति प्रदान की गई है। इस योजना के अन्तर्गत पूर्व निर्मित सीवर वितरण प्रणाली का डिसिल्टिंग कार्य, पूर्व निर्मित एस0पी0एस0 का साफ-सफाई एवं जीर्णोद्धार कार्य, एस0टी0पी0-1 नग (क्षमता 20 एम0एल0डी0) का निर्माण, सीवर वितरण प्रणाली व राइजिंग मेन में गैप्स को पूर्ण करने का कार्य का प्रावधान किया गया है। उक्त योजनान्तर्गत 20 एम0एल0डी0 एस0टी0पी0 का निर्माण कार्य पूर्ण एवं Testing & commissioning का कार्य पूर्ण कर Trial & run के साथ-साथ Campus development का कार्य प्रगति पर है। पूर्व में बिछाये गये सीवर लाइन में बचे गैप्स को भरने का कार्य किया जा रहा है परन्तु बाढ़ की स्थिति में Sub soil level उपर होने के कारण गहरे सीवर कार्य करने में बाधा उत्पन्न हो रही है तथ समय लग रहा है। मानसून के समाप्त होते ही दो माह में एस0टी0पी0 पूर्ण रूप से संचालित करा दिया जायेगा। पूर्व में बिछाई गयी 57.00 कि0मी0 सीवर लाइन के सापेक्ष 42.00 कि0मी0 में सीवर लाइन की डिसिल्टिंग/सफाई कार्य पूर्ण किया चुका है। सिटी जोन स्थित सीवेज पम्पिंग स्टेशन कार्यस्थल पर मा0 उच्च न्यायालय इलाहाबाद द्वारा नये निर्माण कार्य पर वर्ष 2019 में स्थगन आदेश निर्गत है जिस पर विभागीय अधिवक्ता के माध्यम से स्थगन आदेश निरस्त कराने के निरन्तर प्रयास किये जा रहे हैं।

**मा0 एन0जी0टी0 में योजित OA सं0 370/2021 की सुनवाई दिनांक 18.08.2025 को सम्पन्न हुई जिसमें मा0 एन0जी0टी0 द्वारा निर्गत आदेश के अनुपालन में गंगा नदी में गिर रहे कटहल नाले को Down stream में Tapping arrangement कर स्राव को एस0टी0पी0 पहुँचाकर शोधन करने का उल्लेख किया गया है:-**

**इस हेतु कार्य योजना निम्नानुसार है:-**

नगर पालिका परिषद, बलिया में बलिया सीवरेज योजनान्तर्गत कटहल नाले के Down stream में Tap कर एक Sumpwell बनाया जाए जिसे सिटी साइड की राइजिंगमेन से जोड़ते हुए नाले में प्रवाहित अपशिष्ट जल को छोड़कर स्थित 20 एम0एल0डी0 एस0टी0पी0 तक पम्प कर शोधित किया जाए जिससे कटहल नाले के माध्यम से गंगा नदी में प्रवाहित होने वाले अपशिष्ट जल को पूर्ण रूप से रोका जा सके।

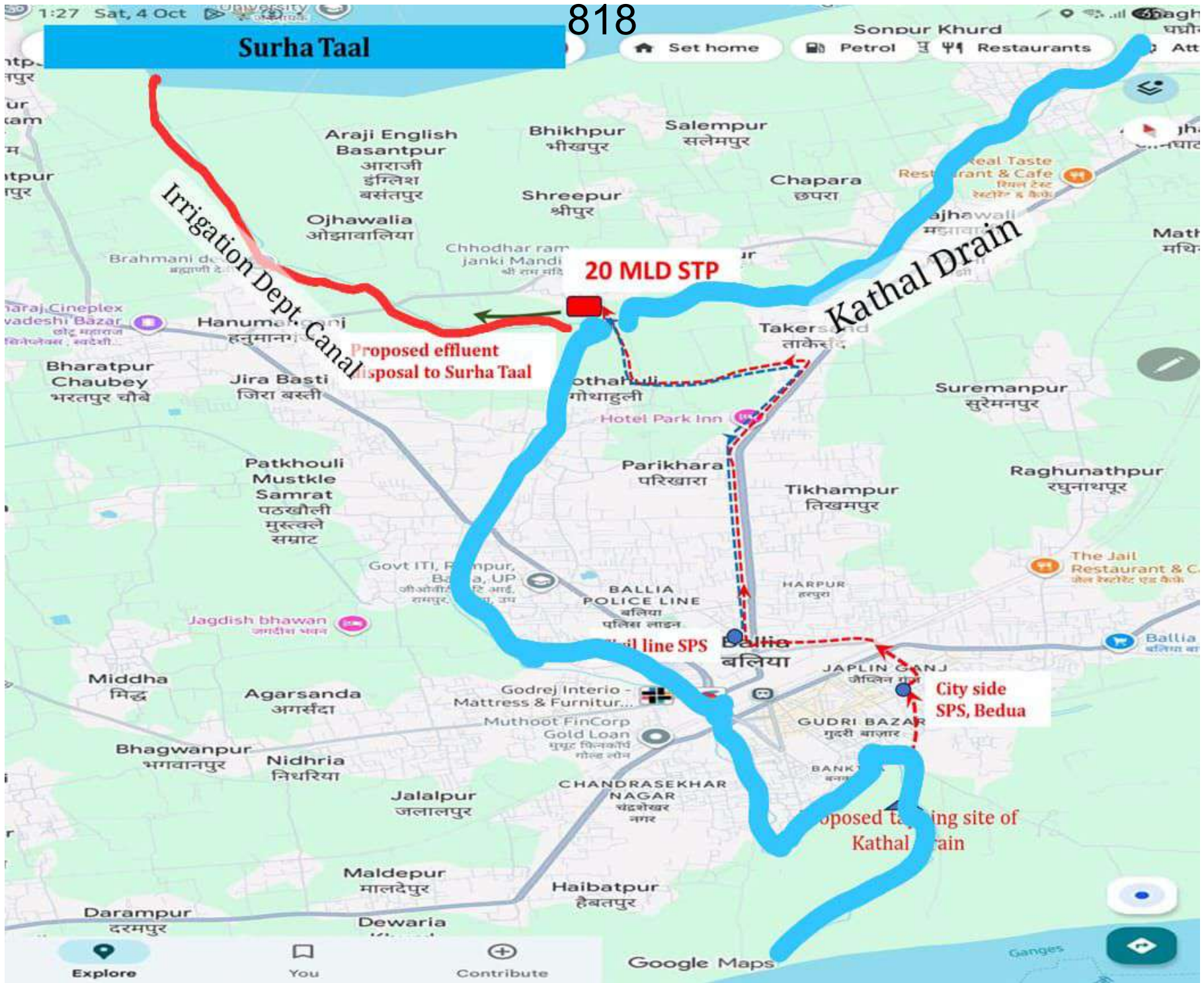
वर्तमान में अमृत 2.0 कार्यक्रम अन्तर्गत स्वीकृत परियोजना की कार्य लागत रू0 9558.28 लाख एवं राज्य सेक्टर में स्वीकृत परियोजना की कार्यलागत रू0 747.84 लाख है। इस प्रकार उपरोक्त दोनो परियोजनाओं की कुल कार्य लागत रू0 (9558.28+747.84) 10306.12 लाख के सापेक्ष वर्तमान में अनुबन्ध संख्या-02/एस0ई0/बलिया-सीवरेज/2023-24 (अनुबन्धित फर्म- मे0 आर0 के0 इंजीनियर्स सेल्स लि0, गोमती नगर, लखनऊ जे0वी0 मे0 आनन्द कन्सट्रुवेल् प्रा0लि0, नासिक, महाराष्ट्र) के द्वारा रू0 6897.53 लाख एवं विद्युत यॉन्ट्रिक द्वारा अन्य विभाग के माध्यम से रू0 256 लाख कुल रू0 7153.53 लाख का कार्य कराया जा रहा है। दोनों परियोजनाओं की स्वीकृत कार्य लागत वास्तविक कार्य लागत से रू0 3152.59 लाख (10306.12 लाख-7153.53 लाख) बचत में है, जिससे योजना को जनोपयोगी बनाने हेतु आवश्यक नाले को Down stream में Tapping arrangement के अतिरिक्त सिविल कार्य लागत लगभग रू0 447.00 लाख (संलग्न-विवरण) एवं विद्युत/यॉन्ट्रिक के कार्य लागत लगभग रू0 516.00 लाख, इस प्रकार कुल अतिरिक्त लागत रू0 963.00 लाख में पूर्ण कर लिये जाएंगे।

अतः योजना पर नाला Tapping arrangement का कार्य योजना के बचत धनराशि से इस अनुबन्ध से अतिरिक्त कार्य के रूप में कराये जाने की अनुमति/मार्गदर्शन प्रदान करना चाहें जिससे योजना को जनोपयोगी बनाया जा सके एवं मा0 एन0जी0टी0 द्वारा दिये गये निर्देशों का पालन किया जा सके।

(पीयूष मौर्य)  
अधिशासी अभियन्ता

<b>Katha drain tapping at down stream near Bedua.</b>					
<u>s.no</u>	<u>Item/Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Rates</u>	<u>Amount</u>
1	<b>Rising main from katha drain to bedua SPS</b>				
2	Dismantling and reinstatement of Bituminous Road.	Sqm	2580	4025.03	10384577.4
3	Excavation for pipe line trenches in ordinary soil including lift upto 1.5m..... etc completed.	Cum	4128	298.9	1233859.2
4	Supply, laying jointing of 600mm Dia D.I pipes class K 9 ..... etc complete.	Rm	2150	12487.03	26847114.5
5	<b>Construction of sump and tapping arrangements</b>				
6	Excavation				
7	0 to 1.5 m B.G.L	Cum	129.6	298.9	38737.44
8	1.5 to 3.0 m B.G.L	Cum	96	380.22	36501.12
9	3.0 to 4.5 m B.G.L	Cum	96	477.79	45867.84
10	4.5 to 6.0 m B.G.L	Cum	96	557.58	53527.68
11	PCC 1:4:8	Cum	50	6718.62	335931
12	RCC raft 1:1.5:3	Cum	50	12544.8	627240
13	RCC wall	Cum	95	12544.8	1191756
14	Mild steel 2% of concrete volume	Kg	22765	105.34	2398065.1
15	HT and LT room, Metre room	No	1	1500000	1500000
				<b>Total</b>	<b>44693177.28</b>







## उत्तर प्रदेश जल निगम (नगरीय)

कार्यालय अधिशासी अभियन्ता, निर्माण खण्ड (विद्युत/यांत्रिक)

प्रथम तल, भवन संख्या-342 आफीसर्स कालोनी, चन्दमारी मार्ग रैदोपुर आजमगढ़-276001

मोबाईल नम्बर :- 9455943407

E-mail Id :- eedemupjnu.azm@gmail.com

पत्रांक :-

642 / 107-24 / 101

दिनांक :- 11-9-25

सेवा में,

अधिशासी अभियन्ता,  
निर्माण खण्ड  
उ०प्र० जल निगम(नगरीय),  
बलिया।

विषय:-

मा० एन०जी०टी० में विचाराधीन ओ०ए० सं० 370/2021 मनोज कुमार राय बनाम उ०प्र० राज्य एवं अन्य में पारित आदेश दिनांक 18.08.2025 के अनुपालन में।

महोदय,

उपरोक्त विषयक आपके पत्र सं० 960/N.G.T./24 दिनांक 01.09.2025 द्वारा चाही गयी सूचना के सम्बन्ध में आपसे हुए विचार-विमर्श एवं प्राप्त तकनीकी विवरण के अनुसार वांछित पम्पिंग में अनुमानित विद्युत व्यय निम्नानुसार है -

1. कटहल नाले से सिटी जोन पम्पिंग स्टेशन	- ₹० 10514.00 प्रतिदिन
2. सिटी जोन पम्पिंग स्टेशन से एस०टी०पी०	- ₹० 26449.00 प्रतिदिन
3. सिविल लाइन जोन पम्पिंग स्टेशन से एस०टी०पी०	- ₹० 14931.00 प्रतिदिन
कुल	- ₹० 51894.00 प्रतिदिन

संलग्नक:- उपरोक्तानुसार।

भवदीय  
*(Signature)*

(ई० राहुल दिवाकर)  
अधिशासी अभियन्ता

पृ०सं० एवं दिनांक उक्तानुसार।

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

1. मुख्य अभियन्ता(प्रयागक्षेत्र), उ०प्र० जल निगम (नगरीय), प्रयागराज।
2. अधीक्षण अभियन्ता, निर्माण मण्डल (वि०/यां०), उ०प्र० जल निगम (नगरीय), प्रयागराज।
3. अधीक्षण अभियन्ता, निर्माण मण्डल, उ०प्र० जल निगम (नगरीय), आजमगढ़।

अधिशासी अभियन्ता



820

ई-मेल—cenagar\_upjn@yahoo.co.in

# उत्तर प्रदेश जल निगम(नगरीय)

प्रधान कार्यालय, 6 – राणा प्रताप मार्ग, लखनऊ, 226001  
पत्रांक 420/नागर-1/0337-NOT-370 दिनांक 25/11/2025

सेवा में,

संयुक्त सचिव,  
नगर विकास अनुभाग-6  
उ0प्र0 शासन,  
लखनऊ।

## ANNEXURE-5

विषय: मा0 एन0जी0टी0 में विचाराधीन ओ0ए0 संख्या-370/2021 मनोज कुमार राय बनाम उ0प्र0 राज्य व अन्य में पारित आदेश दिनांक 18.08.2025 के अनुपालन के सम्बन्ध में।

महोदय,

उपरोक्त विषयक आपके पत्र संख्या 6362/नौ-5-2025-03रिट/2022 दिनांक 24.10.2025 के द्वारा मा0 एन0जी0टी0 में विचाराधीन ओ0ए0 संख्या-370/2021 मनोज कुमार राय बनाम उ0प्र0 राज्य व अन्य में पारित आदेश दिनांक 18.08.2025 के क्रम में दिनांक 24.10.2025 को विशेष सचिव, नगर विकास विभाग की अध्यक्षता में आहूत बैठक में उक्त वाद के दिनांक 18.08.2025 को पारित आदेश के क्रम में एन0टी0आर0 चाही गयी है।

अतः अधिशासी अभियन्ता, निर्माण खण्ड, उ0प्र0 जल निगम(नगरीय) द्वारा प्रेषित ए0टी0आर0 संलग्न कर आवश्यक कार्यवाही हेतु प्रेषित है।

संलग्नक—उपरोक्तानुसार।

मि. सी. टी. य.  
शमीम अख्तर  
25/11/25

अधीक्षण अभियन्ता (नागर)

पु0सं0 एवं दिनांक उपरोक्तानुसार।

प्रतिलिपि—निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

1. निजी सचिव प्रबन्ध निदेशक, उ0प्र0 जल निगम (नगरीय) लखनऊ।
2. संयुक्त प्रबन्ध निदेशक (नागर), उ0प्र0 जल निगम (नगरीय) लखनऊ।

अधीक्षण अभियन्ता (नागर)



821

E-mail:-upjn.ballia@gmail.com

# कार्यालय अधिशासी अभियन्ता

## निर्माण खण्ड, उत्तर प्रदेश जल निगम (नगरीय), बलिया।

पत्रांक: 1086 / स्न०जी०टी० / 30

दिनांक: 14.10.2025

सेवा में,

अधीक्षण अभियंता,  
निर्माण मण्डल,  
उ०प्र० जल निगम (नगरीय),  
आजमगढ़।

विषय:- मा० एन०जी०टी० में बलिया नगर पालिका परिषद, बलिया के सीवरेज कार्यों से सम्बन्धित दिनांक 31.10.2025 को निर्धारित सुनवाई हेतु Action taken report को प्रेषित करने के सम्बन्ध में।

महोदय,

कृपया उपरोक्त विषयक अमृत 2.0 कार्यक्रम के अन्तर्गत स्वीकृत जनपद बलिया में Rehabilitation of Nagar Palika Parishad Ballia sewerage scheme के अन्तर्गत 20 एम०एल०डी० क्षमता का एस०टी०पी० एवं योजना में प्रस्तावित सीवर कार्यों के निर्माण एवं तत्सम्बन्धित कार्यों के सम्बन्ध में मा० एन०जी०टी० में योजित प्रकरण की सुनवाई दिनांक 31.10.2025 हेतु Action taken report को संलग्न कर सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित किया जा रहा है।

संलग्नक-उपरोक्तानुसार।

भयदीय

(पीयूष मोर्य)

अधिशासी अभियन्ता

पृ०सं०:

दिनांक:

प्रतिलिपि-निम्नलिखित को सादर सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

1. संयुक्त प्रबन्ध निदेशक, उ०प्र० जल निगम(नगरीय), लखनऊ।
2. मुख्य अभियन्ता (नागर), उ०प्र० जल निगम (नगरीय), लखनऊ।
3. जिलाधिकारी महोदय, बलिया।
4. मुख्य अभियन्ता(प्रया० क्षेत्र), उ०प्र० जल निगम (नगरीय), प्रयागराज।
5. मुख्य राजस्व अधिकारी, बलिया।
6. अधिशासी अधिकारी, नगर पालिका परिषद, बलिया।

अधिशासी अभियन्ता



# कार्यालय अधिशासी अभियन्ता

## निर्माण खण्ड, उत्तर प्रदेश जल निगम (नगरीय), बलिया।

पत्रांक: / /

दिनांक:

सेवा में,

अधीक्षण अभियन्ता,  
निर्माण मण्डल,  
उ०प्र० जल निगम (नगरीय),  
आजमगढ़।

विषय:- मा० एन०जी०टी० में बलिया नगर पालिका परिषद, बलिया के सीवरेज कार्यों से सम्बन्धित दिनांक 31.10.2025 को निर्धारित सुनवाई हेतु Action taken report को प्रेषित करने के सम्बन्ध में।

महोदय,

कृपया उपरोक्त विषयक अमृत 2.0 कार्यक्रम के अन्तर्गत स्वीकृत जनपद बलिया में Rehabilitation of Nagar Palika Parishad Ballia sewerage scheme के अन्तर्गत 20 एम०एल०डी० क्षमता का एस०टी०पी० एवं योजना में प्रस्तावित सीवर कार्यों के निर्माण एवं तत्सम्बन्धित कार्यों के सम्बन्ध में मा० एन०जी०टी० में योजित प्रकरण की सुनवाई दिनांक 31.10.2025 हेतु Action taken report को संलग्न कर सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित किया जा रहा है।

संलग्नक-उपरोक्तानुसार।

भवदीय

(पीयूष मौर्य)  
अधिशासी अभियन्ता

पृ०सं०: 1086 / एन०जी०टी० / 30

दिनांक: 14.10.2025


प्रतिलिपि-निम्नलिखित को सादर सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

1. संयुक्त प्रबन्ध निदेशक, उ०प्र० जल निगम(नगरीय), लखनऊ।
2. मुख्य अभियन्ता (नागर), उ०प्र० जल निगम (नगरीय), लखनऊ।
3. जिलाधिकारी महोदय, बलिया।
4. मुख्य अभियन्ता(प्रयाग क्षेत्र), उ०प्र० जल निगम (नगरीय), प्रयागराज।
5. मुख्य राजस्व अधिकारी, बलिया।
6. अधिशासी अधिकारी, नगर पालिका परिषद, बलिया।

अधिशासी अभियन्ता

**Action taken report on paras relevant to U.P. Jal Nigam  
(Urban) in response to the order of Hon'ble NGT on OA no.  
370/2021 dated 18.08.2025**

Para. No.	Relevant Para	Compliance / Action taken
1	<p>Learned counsel appearing for the State of UP submits that the 20 MLD STP has been constructed and the trial run is also complete. The CTO for the STP has been obtained. He has referred to the paragraph 18 of the Affidavit dated 14.08.2025 wherein it is stated that until the household connections are made, the Katahal drain will be taped to the STP through which sewage will be pumped to the constructed STP. He has also submitted that there are six drains in Ballia Urban area which are discharging sewage in the Katahal drain and there are two drains on the other side in the rural area discharging untreated sewage in the Katahal drain. Therefore, it needs to be clarified if the six drains on the urban side will be taped and diverted to the STP or the Katahal drain itself is going to be taped and diverted to the STP. It has not been disputed that the Katahal drain is a storm water drain outlet of Suraha Tal which meets river Ganga.</p>	<p>It is proposed to tap Katahal drain at the downstream and divert it to the STP.</p>
4	<p>The State Authorities are require to disclose as to why the new 20 MLD STP has been set up at a place which is away from the taping point of Katahal drain requiring pumping of the sewage against the gradient to the STP resulting in not only the extra expenditure but also additional consumption of energy. We also take note of the fact that in respect of 11658 households, it is disclosed in paragraph 26 (page 742) of affidavit dated 14.08.2025 that there is no household connectivity and the septage of these household is transported to 25 KLD co-treatment plant situated at Chhorhar village Ballia. It is also stated that all these households have the septic tank.</p>	<p>The land for construction of 20 MLD STP was finalised and purchased in the year 2016 due to unavailability of land elsewhere. The rising mains from the two SPS named Civil line zone SPS and Bedua SPS were laid in the year 2017 to 2018. Further more, the downstream of Katahal drain is flood prone area so was unsuitable for STP construction.</p> <p>A committee was constituted to examine the sewerage works executed earlier and sewerage works proposed to be executed in Ballia and the committee took cognizance of various factors including the usage of laid rising mains to prevent the misuse of funds that were spent on laying rising main lines to the proposed STP land. Any purchase of new</p>

  
 Executive Engineer  
 Construction Division  
 U.P. Jal Nigam (Urban) Ballia

	<p>As against this, in paragraph 16(b) page 739 of the affidavit dated 14.08.2025 it has been disclosed that these 11658 households are having the discharge of approximately 6.58 MLD. It has not been disclosed as to how 6.58 MLD discharge will be treated in 25 KLD co-treatment plant. Even if the stand of the State is accepted that these 11658 households have STPs then also the State is required to disclose where the grey water generated from these households is going and how it is treated/utilized, when no sewage network exists in that area.</p>	<p>land would have incurred extra expenditure (Report annexed). (Annexure-1)</p> <p>It is to clarify that sewage from 11658 households will collect into septic tanks. There the sewage gets decomposed and solidifies and reduces significantly. Approximately 120 liters of septage per capita per annum is produced and thus it comes out to be 20 KLD approx.</p> <p>Sample calculation sheet is annexed.(Annexure-2)</p> <p>It is also to be clarified that the grey water having very less BOD will be treated by bio-remediation of Katahal drain.</p> <p>Further more, after the Katahal drain gets tapped, all sewage will be diverted to the STP for treatment.</p>
5	<p>The State will also disclose the expenditure which has been incurred in setting up the 20 MLD STP and which will be incurred daily in pumping sewage from Katahal drain to the 20 MLD STP and the source of electricity and power consumption for pumping the sewage.</p>	<p>Expenditure incurred in setting up the 20 MLD STP is Rs. 23.95 crore and around Rs. 51894.00 will be incurred daily in pumping sewage from Katahal drain to 20 MLD STP.(Calculation sheet annexed) (Annexure-3).</p>

  
 Executive Engineer  
 Construction Division  
 U.P. Jal Nigam (Urban) Sahib

Refer 4.2 Septage quantification, SEPTAGE MANAGEMENT

Septage generation per household 600 l/year  
 Number of households 11658 Nos  
 Total Septage generation 6994800 L/year  
 No of days in a year 365 Nos  
 19163.8356 L/day  
 19.1638356 KLD  
 25 KLD

say [https://nmcg.nic.in/writereaddata/fileupload/5\\_Septage%20Practitioner%27s%20Guide-EnglishVersion.pdf?utm\\_source=chatgpt.com](https://nmcg.nic.in/writereaddata/fileupload/5_Septage%20Practitioner%27s%20Guide-EnglishVersion.pdf?utm_source=chatgpt.com)

**Table 13: Estimate of septage generation**

Septage generation	230 litres per year per capita (based on USEPA manual)	120 litres per year per capita (based on the IS code)
Average household size	Five members	Five members
Septage generation per household	1,150 litres or 1.15 cum per year	600 litres or 0.6 cum per year

Source: Compiled by CSE. 2017

# कार्यालय नगर पालिका परिषद बलिया

पत्रांक- 912 / न०पा०प० बलिया / 2025

दिनांक - 25.10.2025

सेवा में,

संयुक्त सचिव,  
उत्तर प्रदेश शासन।

ANNEXURE-6

विषय:- मा० एन० जी० टी० में विचाराधीन ओ०ए० संख्या-370/2021 मनोज कुमार राय बनाम उ०प्र० राज्य व अन्य में पारित आदेश दिनांक - 18.08.2025 के अनुपालन के सम्बन्ध में।


महोदय,

कृपया उपरोक्त विषयक के सम्बन्ध में अपने पत्र सं० 6362 / नौ-5-2025-03 रिट/2022 दिनांक - 24/10/2025 का सन्दर्भ ग्रहण करने का कष्ट करें। जिसके द्वारा मा० एन० जी० टी० में विचाराधीन ओ०ए० संख्या-370/2021 मनोज कुमार राय बनाम उ०प्र० राज्य व अन्य में पारित आदेश दिनांक 18.08.2025 के अनुपालन के सम्बन्ध में सूचना प्रेषित किये जाने हेतु निर्देशित किया गया है।

उक्त के अनुपालन में सादर अवगत कराना है कि नगर पालिका परिषद, बलिया की वांछित सूचना तैयार कर आपकी सेवा में सादर सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है।

संलग्नक- उपरोक्तानुसार।


1. जल निगम नगरीय की अनुपालन आख्या।

 अधिकासी अधिकारी  
नगर पालिका परिषद बलिया

अधिकासी अधिकारी  
नगर पालिका परिषद बलिया

**प्रतिलिपि:- निम्नलिखित को सादर सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।**

1. राज्य मिशन निदेशक, स्वच्छ भारत मिशन (नगरीय), नगरीय निकाय निदेशालय, उ०प्र०।
2. प्रभारी अधिकारी, स्था०नि०, बलिया।
3. जिला कार्यक्रम प्रबन्धक, एस०बी०एम०-नगरीय, बलिया।
4. गार्ड फाईल।

 अधिकासी अधिकारी  
नगर पालिका परिषद बलिया

Para. No	Relevant Para	Action Taken
1	<p>Learned counsel appearing for the State of UP submits that the 20 MLD STP has been constructed and the trial run is also complete. The CTO for the STP has been obtained. He has referred to the paragraph 18 of the Affidavit dated 14.08.2025 wherein it is stated that until the household connections are made, the Katahal drain will be taped to the STP through which sewage will be pumped to the constructed STP. He has also submitted that there are six drains in Ballia Urban area which are discharging sewage in the Katahal drain and there are two drains on the other side in the rural area discharging untreated sewage in the Katahal drain. Therefore, it needs to be clarified if the six drains on the urban side will be taped and diverted to the STP or the Katahal drain itself is going to be taped and diverted to the STP. It has not been disputed that the Katahal drain is a storm water drain outlet of Suraha Tal which meets river Ganga.</p>	<p><b>As per report given by U.P. JAL NIGAM (URBAN) BALLIA-</b></p> <p>It is proposed to tap Katahal drain at the downstream and divert it to the STP.</p>
4	<p>The State Authorities are required to disclose as to why the new 20 MLD STP has been set up at a place which is away from the tapping point of Katahal drain requiring pumping of the sewage against the gradient to the STP resulting in not only the extra expenditure but also additional consumption of energy. We also take note of the fact that in respect of 11658 households, it is disclosed in paragraph 26 (page 742) of affidavit dated 14.08.2025 that there is no household connectivity and the septage of these household is transported to 25 KLD co-treatment plant situated at Chhorhar village Ballia. It is also stated that all these households have the septic tank. As against this, in paragraph 16(b) page 739 of the affidavit dated 14.08.2025 it has been disclosed that these 11658 households are having the discharge of approximately 6.58 MLD. It has not been disclosed as to how 6.58 MLD discharge will be treated in 25 KLD co-treatment plant. Even if the stand of the State is accepted that these 11658 households have STPs then also the State is required to disclose where the grey water generated from these households is going and how it is treated/utilized, when no sewage network exists in that area.</p>	<p><b>As per report given by U.P. JAL NIGAM (URBAN) BALLIA-</b></p> <p>The land for construction of 20 MLD STP was finalised and purchased in the year 2016 due to unavailability of land elsewhere. The rising mains from the two SPS named Civil line zone SPS and Bedua SPS were laid in the year 2017 to 2018. Further more, the downstream of Katahal drain is flood prone area so was unsuitable for STP construction. A committee was constituted to be executed in Ballia and the committee examine the sewerage works executed earlier and sewerage works proposed to took cognizance of various factors including the usage of laid rising mains to prevent the misuse of funds that were spent on laying rising main lines to the proposed STP land. Any purchase of new land would have incurred extra expenditure annexed). (Annexure-1) It is to clarify that sewage from 11658 households will collect into septic tanks. There the sewage gets decomposed and solidifies and reduces significantly. Approximately</p>

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अधिकारी अधिकारी  
नगर पालिका परिषद बलिया



		<p>120 liters of septage per capita per annum is produced and thus it comes out to be 20 KLD approx. Sample calculatca annexed. (Annexure-2) sheet. It is also to be clarified that the grey water having very less BOD will be treated by bio-remediation of Katahal drain. Further more, after the Katahal drain. gets tapped, all sewage will be diverted to the STP for treatment.</p> <p><b>As per report of Civil department, Nagar Palika Parishad Ballia -</b> It is to be informed that according to NMCG guidelines number V-174/2014/15/414/NMCG, bioremediation work on drains is closed during the monsoon season (from July 1 to September 30). In the current season, bioremediation work was completed on June 30 and then closed. Since this year, due to rainfall till October 10, bioremediation work was stopped and has been resumed from October/11/2025. This month's bioremediation test report is still pending.</p>
5	<p>The State will also disclose the expenditure, which has been incurred in setting up the 20 MLD STP and which will be incurred daily in pumping sewage from Katahal drain to the 20 MLD STP and the source of electricity and power consumption for pumping the sewage.</p>	<p><b>As per report given by U.P. JAL NIGAM (URBAN) BALLIA-</b></p> <p>Expenditure incurred in setting up the 20 MLD STP is Rs. 23.95 crore and around Rs. 51694.00 will be incurred daily in pumping sewage from Katahal drain to 20 MLD STP (Calculation sheet annexed) (Annexure-3).</p>

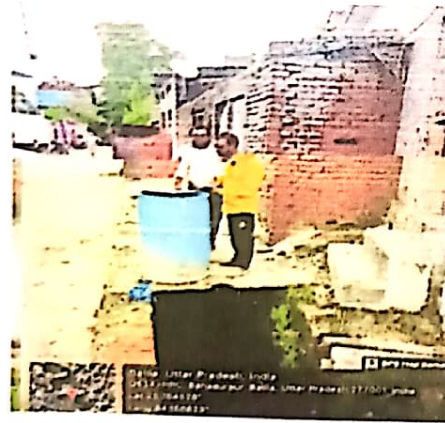
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नगर पालिका परिषद बलिया

## अधिकाारी अधिकारी महोदय

अवगत कराना है, कि NMCG के गाइड लाइन संख्या - V-174/2014/15/414/NMCG के अनुसार नालो पर बायोरेमेडियेशन का कार्य मानसून सीजन (01 जुलाई से 30 सितम्बर तक) में बंद रहता है। वर्तमान सत्र में 30 जून को बायोरेमेडियेशन का कार्य करा कर बंद कर दिया गया था। चूंकि इस वर्ष 10 अक्तूबर तक वर्षा होने के कारण बायोरेमेडियेशन का कार्य बंद था जो पुनः 11 अक्तूबर से प्रारम्भ कर दिया गया है। बायोरेमेडियेशन की इस माह की टेस्ट रिपोर्ट अभी लंबित है।

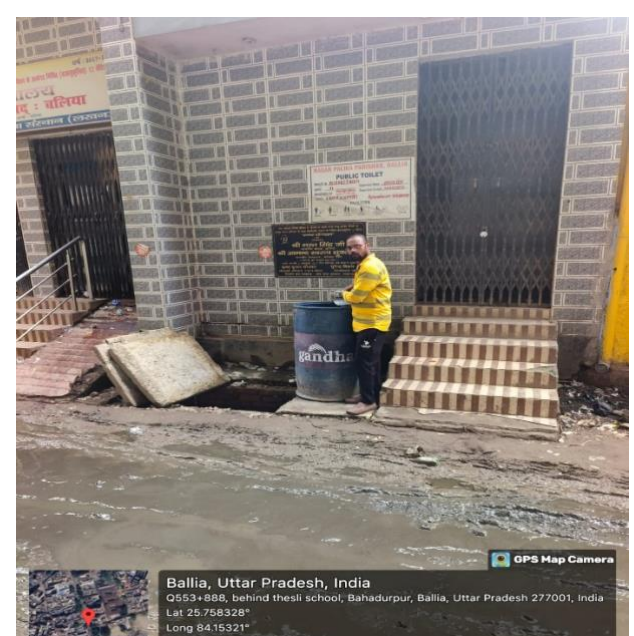
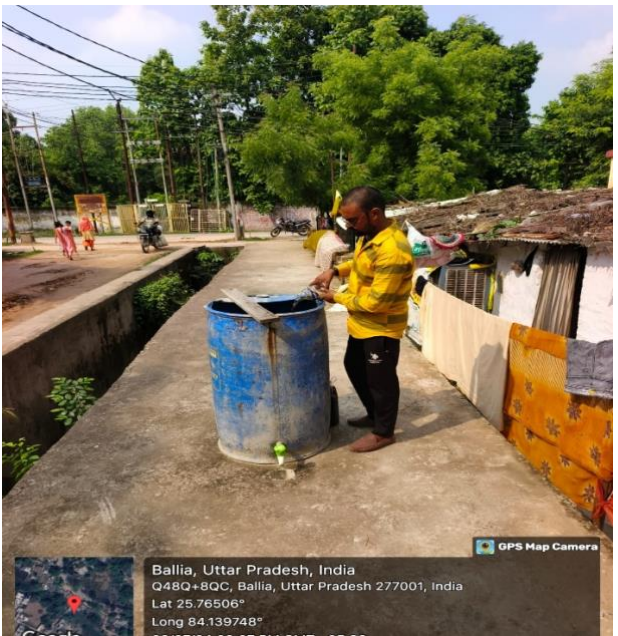
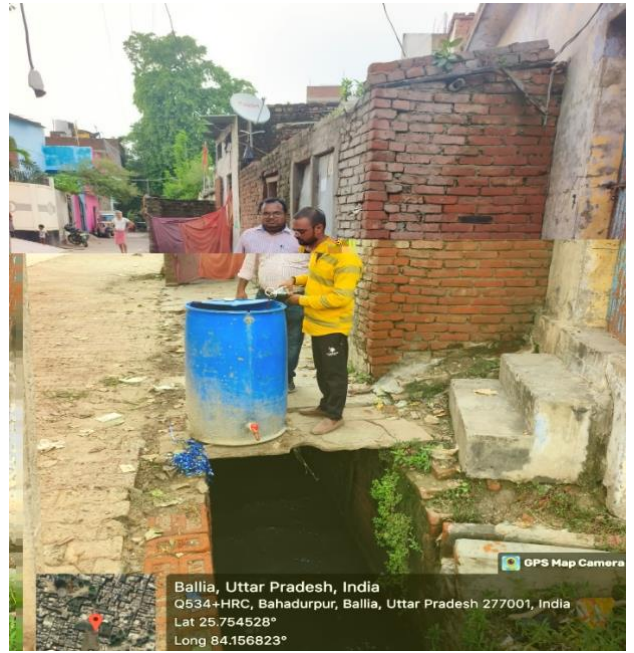
आख्या सादर सेव में प्रस्तुत है।



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**अधिकाारी अधिकारी**  
 गांधी पार्क, पंचायत, तहसील



प्रेषक,

दीपक कुमार,  
प्रमुख सचिव,  
उत्तर प्रदेश शासन।

सेवा में,

- 1-समस्त मण्डलायुक्त, उत्तर प्रदेश।
- 2-समस्त जिलाधिकारी, उत्तर प्रदेश।
- 3-मा0 महापौर/नगर आयुक्त, समस्त नगर निगम, उत्तर प्रदेश
- 4-मा0 अध्यक्ष/अधिसासी अधिकारी-समस्त नगर पालिका परिषद/नगर पंचायत, उ0प्र0।

नगर विकास अनुभाग-5

लखनऊ: दिनांक: 11 अगस्त, 2020

**विषय:-** गंगा तथा सहायक नदियों में गिरने वाले प्रदूषित नालों को बायो/फाइटो रेमिडियेशन विधि से शोधित करने के संबंध में।

महोदय,

कृपया उपरोक्त विषय पर शासनादेश संख्या -475/नौ-5-2020-284सा/2019, दिनांक 31.01.2020 एवं शासनादेश संख्या-142/नौ-9-2019-89ज/201, दिनांक 03.02.2020 (छायाप्रति संलग्न) का संदर्भ ग्रहण करने का कष्ट करें।

2- नदी संरक्षण के उद्देश्य से मा0 राष्ट्रीय हरित न्यायधिकरण (एन.जी.टी.) द्वारा निर्गत आदेश में स्पष्ट किया गया है कि नगर के नालों द्वारा जनित अशोधित जल गंगा नदी अथवा उसकी सहायक नदियों में प्रवाहित हो रहा है तथा नदियों को प्रदूषित कर रहा है। मा0 राष्ट्रीय हरित न्यायधिकरण (एन.जी.टी.) द्वारा Writ petition OA-200/2014 दिनांक 07-08-2019 के सन्दर्भ में निम्नानुसार निर्देशित किया गया है :-

***"Wherever the work has not commenced, it is necessary that no untreated sewage is discharged into the River Ganga. Bioremediation and/or phytoremediation or any other remediation measures may start as an interim measure positively from 01.11.2019, failing which the State may be liable to pay compensation of Rs. 5 Lakhs per month per drain to be deposited with the CPCB. This however, is not to be taken as an excuse to delay the installation of STPs. For delay of the work, the Chief Secretary must identify the officers responsible and assign specific responsibilities. Wherever there are violations, adverse entries in the ACRs must be made in respect of such identified officers. For delay in setting up of STPs and sewerage network beyond prescribed timelines, State may be liable to pay Rs. 10 Lakhs per month per STP and its network. It will be open to the State to recover the said amount from the erring officers/contractors."***

3- उपरोक्त संदर्भित शासनादेश दिनांक 31.01.2020 द्वारा यह निर्देशित किया गया है कि जल (प्रदूषण निवारण तथा नियंत्रण) अधिनियम 1974 में प्राविधानित एवं मा0 एन0जी0टी0 के निर्देश के अनुपालन में तत्काल नालों पर बायोरेमेडिएशन विधि/फाइटो रेमेडिएशन या अन्य विधि से दूषित जल के शोधन की कार्यवाही नगर निकाय स्तर पर किया जाना है। इस कार्य को सम्पादित करने के लिए आवश्यक धनराशि को निकाय निधि/अवस्थापना निधि/राज्य वित्त आयोग/केन्द्रीय वित्त आयोग (14वां/15वां) से व्यय किया जा सकता है। 14वें वित्त आयोग के दिशा-निर्देश के बिन्दु संख्या-7 में निम्न प्राविधान है:-

"The Grants provided are intended to be used to support and strengthen the delivery of basic civic services including water supply, sanitation including septic management, sewage and solid waste management, storm water drainage, maintenance of community assets, maintenance of roads, footpaths,

street-lighting, burial and cremation grounds and any other basic service within the function assigned to them under relevant legislation. The FFC has not distinguished between O&M and capital expenditure within the components of basic services. However, it is advised that the cost of technical and administration support towards O&M and capital expenditure should not exceed 10% of the allocation to a Gram Panchayat or Municipality under any circumstance and the expenditure can be incurred only by the local body concerned".

- 4- गंगा तथा सहायक नदियों में गिरने वाले प्रदूषित नालों को बायो/फाइटो रेमिडियेशन विधि से शोधित करने के संबंध में एस.ओ.पी. एन.आई.टी. तथा ड्राफ्ट टेंडर प्रपत्र आपके सुलभ सन्दर्भ हेतु संलग्न है।
- 5- अतः इस संबंध में मुझे यह कहने का निदेश हुआ है कि गंगा तथा सहायक नदियों में गिरने वाले प्रदूषित नालों के दूषित जल को बायो/फाइटो रेमिडियेशन विधि से शोधित करने के संबंध में संलग्न एस.ओ.पी. एन.आई.टी. तथा ड्राफ्ट टेंडर प्रपत्र के आधार पर तत्काल अग्रेत्तर कार्यवाही सुनिश्चित करने का कष्ट करें।

भवदीय,

( दीपक कुमार )  
प्रमुख सचिव

सख्या एवं दिनांक तदैव:-

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित:-

- 1- मिशन निदेशक, एसबीएम (नगरीय), नगरीय निकाय निदेशालय, उ०प्र० लखनऊ।
- 2- प्रबंध निदेशक, उ०प्र० जल निगम, लखनऊ।

आज्ञा से,

( अनुराग धादव )  
सचिव

# **Standard Operating Procedure for Bio/Phytoremediation of Drains**

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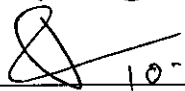
**UP Jal Nigam**  
**Department of Urban Development**

**Version 1**


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**2 Title and Approval Page****Title :** Standard Operating Procedure for Bio/Phyto-remediation of Drains**Department:** UP Jal Nigam**Version No:** 1**Date:** , 2020**Approval Signatures****Executive Engineer(Ganga/Bioremediation) , UP Jal Nigam**

Signature:  10-8-2020 10.8.2020  
 Name: Er. Ramesh Kumar Gupta Date  
 Post: E.E. (Ganga/Bio)

**S.E. (Ganga) , UP Jal Nigam**

Signature:  10/08/2020 10.08.2020  
 Name: Er. Satish Kumar Rai Date  
 Post: S.E. (Ganga)

**C.E. (PPRBD), UP Jal Nigam**

Signature:  11-08-2020 11.08.2020  
 Name: Er. Rajiv Nigam Date  
 Post: C.E. (PPRBD)

### 3 Procedures

#### 3.1 Purpose

This standard operating procedure (SOP) was created for the Department of Urban Development, GoUP staff to evaluate Bio/Phyto-remediation of Drains falling in various rivers of Uttar Pradesh. The objective is to treat the polluted drains to the extent of prescribed parameters as decided by SMCG/NMCG for discharging of drains in rivers.

#### 3.2 Applicability/Scope

This SOP provides a process for determining the management and treatment requirements for drains causing pollution to rivers. The SOP deals primarily to the drains fulfilling following criteria :-

Sr. No.	Description	Criteria
1	Discharge	0.2 MLD to 10 MLD
2	BOD	≥40.0 mg/l

The drains fulfilling above criteria shall be taken up for treatment by Bio/Phyto-remediation. The treated effluent parameters for the drains will be as per NMCG guidelines circulated vide letter no. V-174/2014-15/414/NMCG. The parameters specifies in above letter are as below:-

Sr. No.	Parameters	Out flow reduction/ Values(at the end of trial period)	Out flow reduction/ Values(beyond trial period)
1	BOD <sub>3,27</sub> (Biochemical Oxygen Demand)	≤30.0 mg/l Or 40% reduction in BOD load value from the initial reading( whichever is lower)	≤30.0 mg/l Or 70% reduction in BOD load value from the initial reading( whichever is lower)
2	COD(Chemical Oxygen Demand)	≤150.0 mg/l Or 40% reduction in COD load value from the initial reading( whichever is lower)	≤150.0 mg/l Or 70% reduction in COD load value from the initial reading( whichever is lower)
3	TSS(Total Suspended Solids)	≤100.0 mg/l Or 40% reduction in TSS load value from the initial reading ( whichever is lower)	≤100.0 mg/l Or 70% reduction in TSS load value from the initial reading ( whichever is lower)
4	PH	6.5-9	6.5-9

### 3.3 Summary of Procedure

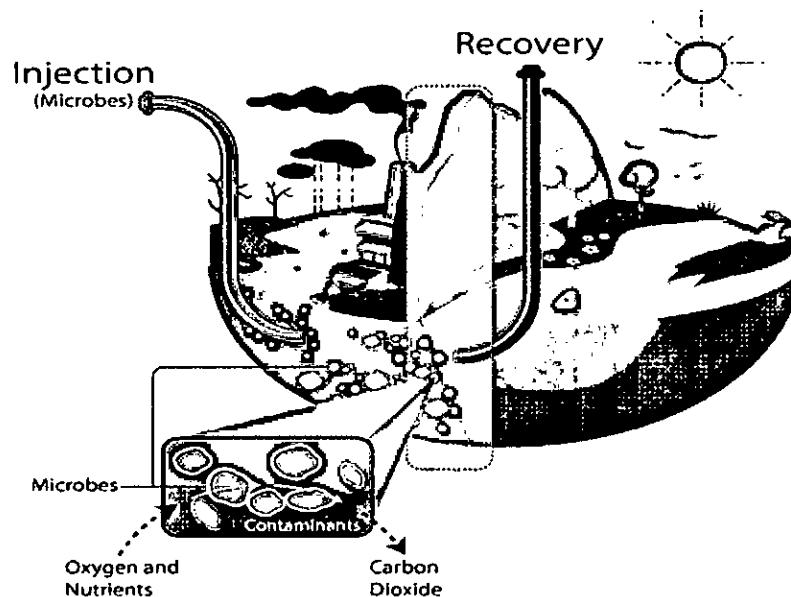
- a) Identification of Drains
- b) Treatment of Drains
- c) Testing of Samples
- d) Maintenance of records

### 3.4 Definitions

#### 3.4.1 Bioremediation

**Bioremediation** is a process used to treat contaminated media, including water, soil and subsurface material, by altering environmental conditions to stimulate growth of microorganisms and degrade the target pollutants. In many cases, bioremediation is less expensive and more sustainable than other remediation alternatives. Biological treatment is a similar approach used to treat wastes including wastewater, industrial waste and solid waste.

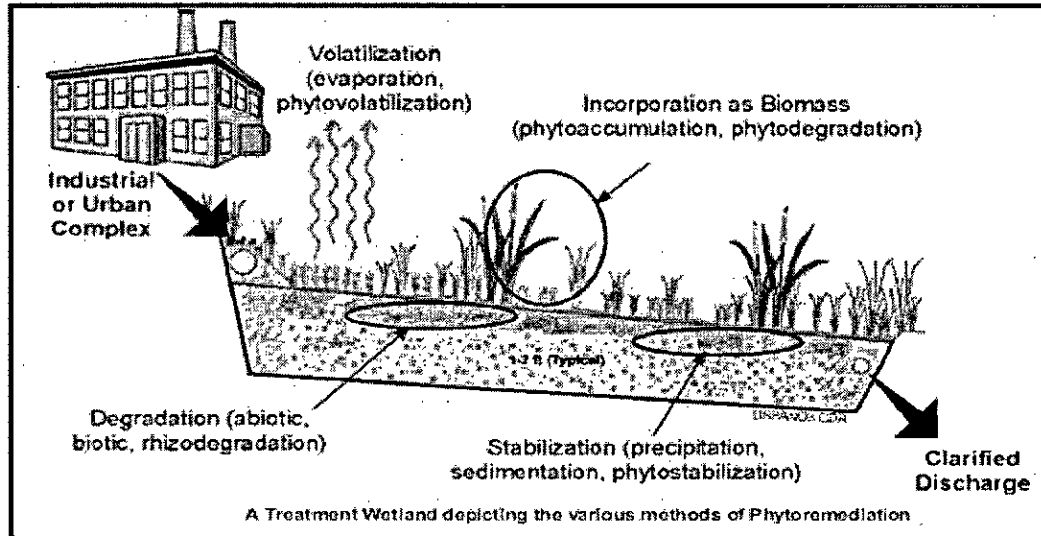
#### PROCESS OF BIOREMEDIATION



#### 3.4.2 Phytoremediation

**Phytoremediation** refers to the technologies that use living plants to clean up soil, air, and water contaminated with hazardous contaminants. It is defined as

"the use of green plants and the associated microorganisms, along with proper soil amendments and agronomic techniques to either contain, remove or render toxic environmental contaminants harmless".



### 3.5 Personnel Qualifications/Responsibilities

Staff conducting evaluations of drains suitable for Bio/Phyto-remediation activities under this SOP must have experience in assessment and remediation for waste water and know the regulatory requirements for managing and treating waste water through Bio/Phyto-remediation.

### 3.6 SOP Preparation

Bioremediation is a process used to treat contaminated media, including water, soil and subsurface material, by altering environmental conditions to stimulate growth of microorganisms and degrade the target pollutants. In many cases, bioremediation is less expensive and more sustainable than other remediation alternatives. Biological treatment is a similar approach used to treat wastes including wastewater, industrial waste and solid waste.

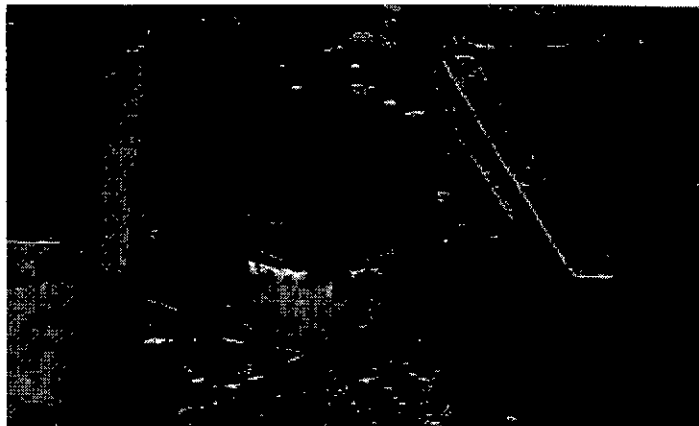
Most bioremediation processes involve oxidation-reduction reactions where either an electron acceptor (commonly oxygen) is added to stimulate oxidation of a reduced pollutant (e.g. hydrocarbons) or an electron donor (commonly an organic substrate) is added to reduce oxidized pollutants (nitrate, perchlorate, oxidized metals, chlorinated solvents, explosives and propellants). In both these approaches, additional nutrients, vitamins, minerals, and pH buffers may be added to optimize conditions for the microorganisms. In some cases, specialized microbial cultures are added (bioaugmentation) to further enhance biodegradation. Some examples of bioremediation related technologies are phytoremediation, mycoremediation, bioventing, bioleaching, landfarming, bio

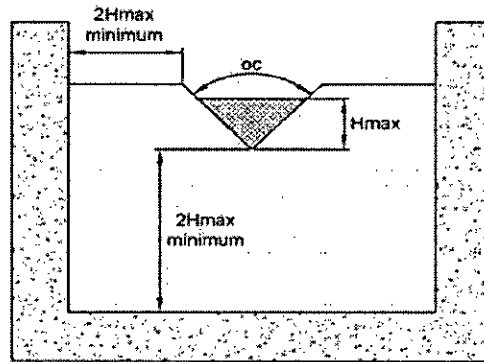
reactor, composting, bioaugmentation, rhizofiltration, and biostimulation.

The major procedures for treatment of drains shall be followed as below

### 3.6.1 Identification of Drains

- 1) Flow reported in the drain exhibit considerable seasonal variations, therefore, the flows measured by an appropriate and approved scientific technique (Viz V-Notch, Weir etc to be installed by agency) shall be adopted as flows in the drain. The same shall be used for management of the project including all payments towards treatment under the project.
- 2) For the purpose of flow assessment, following seasonal period shall be considered;
  - a. Pre- monsoon summer period (April – June)
  - b. Post-monsoon period (October – December)
  - c. Lean flow period (January – March)
- 3) Suitable flow measuring techniques viz., V-Notch, velocity area method or any other appropriate scientific technique as approved by the competent authority shall be adopted at flow monitoring locations specific to each project/drain. Necessary civil works without compromising the concern of back flooding, if any, will have to be undertaken by the agency.
- 4) **Flow Measurement** – flow shall be measured daily by the project proponent. A proper log book for the measured flow shall be maintained by the agency and pictures of the treatment process as well as flow measurement structure shall be taken at least three times a day (at 10:00 AM, 1:30 PM & 5:00 PM). The Third Party shall also take flow measurements reading while taking the water quality samples.
- 5) Measurement of discharge by 90° V-Noth method has been described below:





The depth of flow is measured over the lower tip of the V bottom and the discharge is:-

$$Q = 1.42 \times \text{Tan of angle of V-notch} \times H^{2.5}$$

As the angle is 90 degrees, the tangent is equal to 1 and hence, the equation simplifies to:-

$$Q = 1.42 \times H^{2.5}$$

Where Q is cum/sec and H is in meters

**Note:** Discharge measurements for identification purposes to be done at every two hours for 48 hours and then average should be taken of all the discharges to compute the discharge of the drains.

After confirming the discharge of the drain between 0.2 MLD to 10 MLD, it should be tested for BOD load to be equal to or greater than 40.0 mg/l for confirming the drain to be taken for Bio/Phyto-remediation.

### 3.6.2 Water Quality Assessment

Third Party Inspection (TPI) agency shall be assigned as per the location of the drain. The assigned TPI shall take samples as per following sampling frequency based upon flow in the drain. The sample collection and analysis charges with the prescribed frequency are also mentioned in the tables below. The charges are inclusive of sample collection as well as analysis charges based on the CPCB notified water analysis charges and are exclusive of any other charges.

Sr. No.	Project Stage	Sampling Frequency	Total samples	Sample collection and analysis charges (in Rs.)
1	Before Start of Demonstration/ Free trial	5 days, two location, daily sampling (5x2)	10	1960/- (For Analysis) + 1400/- (sample collection) = 26600/- for base line determination

2	During Demonstration/ Free trial(one month)	2 samples, two location, weekly (2x2x4 weeks)	16	1960/- (For Analysis) + 1400/- (sample collection) = 42560/-
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The frequency of sampling may be regulated based on the actual flow in the drain once the efficacy is established in the drain during the free trial period in the following manner:-

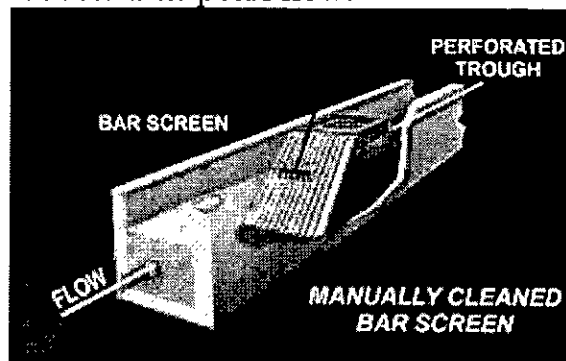
Sr. No.	Project Stage	Sampling Frequency	Total samples	Sample collection and analysis charges (in Rs.)
1	For 11 months of treatment once the efficacy of the demonstration is established and flow is less than or equal to 10 MLD	One sample at outlet (only), once in fifteen days (2 fortnights x 11 months)	22	1960/- (For Analysis) + 960/- (sample collection) = 64240/- for base line determination

The TPI shall collect samples in presence of technology provider or as approved by competent authority.

The cost of the sample collection and analysis has been calculated and mentioned in the tables above. However, transportation charges, Administrative charges and the taxes as applicable shall be payable separately on actual basis.

### 3.6.3 Treatment of Drains

- i. The drains taken up for treatment should be stream lined for about 5m upstream and downstream at the point of installation of V-notch for regular and correct measurements of discharge.
- ii. Construction of Bund at sections of drains for ponding and fixing of manual bar screens and its regular cleaning and maintenance.
- iii. The manual bar screen should have 20mm opening having bars of 10mm thickness. The height of the manual bar screen should be such that it should have 20cm freeboard at peak flow.



- iv. Supply of bacteria or other materials required as per technology with all T&P for Biological or other treatment of drains.
- v. Preparation of dosing or input material and its application at drains located at different places for treatment of drains.
- vi. Screenings and sludge removal along with its safe disposal at specified locations within the municipal area up to maximum distance of 5Km.

#### **3.6.4 Maintenance of Records**

- i. Daily Discharge Measurements Book shall be maintained to record the discharges of the drains taken and to be signed daily by competent authority.
- ii. Daily Enzyme/Bacteria/chemical Dosing Book shall be maintained to record the quantity of enzyme/ bacteria/ chemical dosed daily and to be signed daily by competent authority.
- iii. Sample Analysis Book shall be maintained to record the analysis of influent and effluent parameters carried out weekly as in the test reports and to be signed by competent authority.

### **4 Records Management**

All written determinations, photos, and other documents associated with site remediation activities will be entered into the site-specific project folder following program protocols. This SOP should be reviewed, updated, and approved in the same manner as the original document every 5 years or when procedures, protocols, or activities change, whichever occurs first.

### **5 Quality Assurance and Quality Control**

To determine whether a proposed location is suitable to treat drains using Bio/Phyto-remediation, Staff will evaluate project planning documents according to applicable regulations as defined in the previous sections and published by Government and relevant agencies. All the determinations will go through senior technical review prior to finalization.

### **6 Payments to the Agencies**

The various conditions of payments have been described below:-

- 6.1 Initial 30 days is free trial period, the agency shall be given work order for 11 months post free trial period only in case the efficacy of treatment is fulfilled as per the standards given below:-

Sr. No.	Parameters	Out flow reduction/ Values(at the end of trial period)	Out flow reduction/ Values(beyond trial period)
1	BOD <sub>3,27</sub> (Biochemical Oxygen Demand)	≤30.0 mg/l Or 40% reduction in BOD load value from the initial reading( whichever is lower)	≤30.0 mg/l Or 70% reduction in BOD load value from the initial reading( whichever is lower)
2	COD(Chemical Oxygen Demand)	≤150.0 mg/l Or 40% reduction in COD load value from the initial reading( whichever is lower)	≤150.0 mg/l Or 70% reduction in COD load value from the initial reading( whichever is lower)
3	TSS(Total Suspended Solids)	≤100.0 mg/l Or 40% reduction in TSS load value from the initial reading ( whichever is lower)	≤100.0 mg/l Or 70% reduction in TSS load value from the initial reading ( whichever is lower)
4	PH	6.5-9	6.5-9

**6.2** During the 11 months i.e. beyond free trial period, if any of the above parameters is beyond the limits mentioned in the table (as per column 4), the agency shall not be liable for any payment during the period of noncompliance of the standards.

### **6.3 Billing**

- i. The project proponent shall raise monthly bills to the TPI by 7 of every month The bill to be verified/ certified by the TPI institution for correctness of flow and water quality standards and be submitted to ULB/Authority for payment.
- ii. To avoid any apprehension of manipulation intervening reach between Start point and end poin, TPI may, based on merit and field inputs, collect two or more number of samples any two or more random locations in between this reach with permission/directions of ULB/authority. Any abnormal observation from these samples shall be duly considered by TPI in its report to authority or its representative. ULB/Authority may appropriately consider such observations while release of payment.
- iii. Since during monsoon, natural flow is available in abundance so, the projects shall not carry out any intervention during the monsoon season i.e. 1<sup>st</sup> July to 30 September. Interventions, if any, during this period, shall only be carriedd out only after approval of representative of ULB/Authority.
- iv. The trial period, usually one month, is for the agency to prove the efficacy of its proposed technology. ULB/Authority shall not entertain any bills raised by the agency during the free demonstration period (i.e., trial period).

- v. Sampling Method:- Grab sampling or as approved by representative of ULB/Authority.
- vi. Sampling start date:- 5 days continuous sampling a minimum two locations (at least starting point and end point) shall be carried out by the TPI prior to start of demonstration to obtain the baseline data for all seasons. This exercise shall be carried out by TPI preferably within 15 days of start of respective season.
- vii. Agency shall ensure that any pollution load arising due to variation in discharge from industry (sugar or distillery or any other industry) is taken care to meet the acceptable quality parameters as per the protocol.
- viii. Scavenging and cleaning of drain area by ensuring the garbage, floating matter, debris and vegetation shall be cleaned from the drain and be transported to the nearest collection site of respective ULBs. The cleaning of accumulated solid waste shall be carried out regularly by the agency. Also the reports of solid waste collected etc shall be maintained by agency and communicated to ULB/Authority.
- ix. The Agency shall carry out Public awareness programme to educate the local residents about causes and ill effects pollution through involvement of local educational institutes and public figures. The agency shall share the reports of such events to ULB/Authority and TPI, with relevant pictures, on monthly basis.

## **7 Attachments**

- a) NMCG order No. V-174/2014-15/414/NMCG .

Letter No. / /

Date:

**E-Tender Notice**

On behalf of ----- invites bids in electronics tendering for “**Procurements of Scientific & Technical Services for Complete Supply, Fabrication, Erection, Installation & Successful Commissioning of In Situ Nallah Treatment by Bio Phyto-remediation technology in ..... Drains of.....(River)..... in -----(Place)----- Uttar Pradesh having total discharge of ..... MLD as tabulated here under.**” from the interested firms/manufacturer/technology providers having desired technical and financial capabilities. The details for submission of revised e-bids will be available in the tender document which will be available on the U.P. Govt’s e-procurement website i.e. <https://etender.up.nic.in> from ..... Bidder must have proven experience, high repute, sound technical and financial capabilities for the work specified as below:

S. No.	Name / Location of Drain	No's of Drains / Approximate Total Discharge	Cost of Tender Document (in Rs. incl. GST)	Earnest Money (in Lakh Rs.)	Date of start of download	Last Date for online upload	Date of Opening
1	2	3	4	5	6	7	8
<b>Treatment of drains by Bio-remediation (bacteria or enzyme intervention) in ..... drains of ..... having total discharge of ..... MLD.</b>							
1	Drains having discharge greater than 0.2 MLD but less than or equal to 1.0 MLD	....	(As per Annexure “छ, ज”) + 18% GST	2% of work Cost upto Rs. 5 Crrore/ 1% or 10 lacs whichever is higher for works bove Rs. 5 Crore (Annexure ष )	.....	.....	.....
2	Drains having discharge greater than 01 MLD	....	(As per Annexure “छ, ज”) + 18% GST	2% of work Cost upto Rs. 5 Crrore/ 1% or 10 lacs whichever is higher for works bove Rs. 5 Crore (Annexure ष )	.....	.....	.....

**IMPORTANT TERMS AND CONDITIONS:**

1. Only e-bidding is accepted. Hence the tenderer has to apply through e-tendering process.
2. Separate bid will be accepted for each work given above in the table.
3. The tender fee shall have to be deposited through RTGS/Demand Draft (DD) in favour of ..... payable at .....
4. EMD shall be paid through RTGS or in the form of FDR/Bank Guarantee in favour of "----- valid up to 180 days, and issued by any scheduled commercial bank. EMD in any other form shall not be accepted. No Interest shall be paid on Earnest Money.
5. The e-bids will be opened on ..... in the office .....
6. For any other inquiries and details, contact .....
7. .... the right to accept or reject any or all the bids without assigning any reasons, what so ever. Any claim of the tenderer shall not be entertained in this regard.
8. The rates quoted in the e-tender shall be valid for 120 days from the date of submission of tender.
9. All the conditions in the tender document should be read carefully and be fulfilled essentially.
10. The quantum of work can vary on either side up to any extent.
11. The bidders are advised to inspect the site before quoting the rates.

12. Flow data of drains may change as per actual requirement/ condition.
13. If the need arises, any other drain other than those listed in ..... may also required to be treated in the opinion of ..... same shall be added in the scope of desirable firm as above.
14. In all the above packages, all the infrastructure and setup should be completed within 7 days from the date of issue of LOI and desired output parameters should be maintained within 30 days of commissioning. No request for extension of time shall be entertained.
15. The rates given/ to be quoted shall be inclusive of all other taxes/cess etc. but excluding GST as described in price schedule.
16. All TDS, I.T. Labour cess shall be deducted as applicable.
17. Lawyers/Members of Bar Council are not eligible to participate in the bidding process either individually or joint venture.

Endt. No.-        /        /

Date:

---

Letter No: -

Dated: -

**E-Tender Notice for Publication in News Papers**

On behalf of ----- e-tender notice are invited on two bid system for “**Procurements of Scientific & Technical Services for Complete Supply, Fabrication, Erection, Installation & Successful Commissioning of In Situ Nallah Treatment by Bio/Phyto-remediation technology in ..... Drains .....(River)..... in -----(Place)----- having total discharge of ..... MLD**”. Bid document shall be available at e-procurement website <http://etender.up.nic.in>. Interested Bidder/Contractor may view & download bid document and upload their proposal, duly filled, online as per schedule given below:-

- Date for-
- (i) Start date for bid document download :
  - (ii) Last date for online submission of proposal :
  - (iii) Opening of technical proposal :

पत्रांक:-

दिनांक

## निविदा सूचना

**“Procurements of Scientific & Technical Services for Complete Supply, Fabrication, Erection, Installation & Successful Commissioning of In Situ Nallah Treatment by Bio/Phyto-remediation technology in .... Drains of .....(River)..... in .....(Place)..... having total discharge of ..... MLD”. के कार्य हेतु पुनरीक्षित 0ई-निविदा आमंत्रित की जाती है। ई-निविदा वेबसाइट <http://etender.up.nic.in> पर उपलब्ध होगी, जिसका विवरण निम्नवत् है:-**

1. वेबसाइट से ई-निविदा . डाक्यूमेन्ट डाउनलोड प्रारम्भ की तिथि :
2. ई-निविदा आनलाइन जमा करने की अन्तिम तिथि :
3. टेक्निकल ई-निविदा आनलाइन खोलने की तिथि :

**E-COMPETITIVE BIDDING**

**FOR**

**“PROCUREMENTS OF SCIENTIFIC & TECHNICAL SERVICES FOR COMPLETE SUPPLY, FABRICATION, ERECTION, INSTALLATION & SUCCESSFUL COMMISSIONING OF IN SITU NALLAH TREATMENT BY BIO-REMEDICATION TECHNOLOGY (BACTERIA OR ENZYME INTERVENTION) IN ..... DRAINS OF .....HAVING TOTAL DISCHARGE OF ..... MLD”**

**TECHNICAL AND FINANCIAL EVALUATION CUM TECHNICAL BID**

**LAST DATE OF RECEIPT : .....  
DATE OF OPENING OF PQ BID : .....**

.....  
.....  
.....

**E-TENDER DOCUMENT**  
**Technical & Financial Evaluation - cum - Technical Bid**  
**(PRE - QUALIFICATION BID)**

**NAME OF WORK: "PROCUREMENTS OF SCIENTIFIC & TECHNICAL SERVICES FOR COMPLETE SUPPLY, FABRICATION ERECTION, INSTALLATION & SUCCESSFUL COMMISSIONING OF IN SITU NALLAH TREATMENT BY BIO-REMEDIATION TECHNOLOGY (BACTERIA OR ENZYME INTERVENTION) IN ..... DRAINS OF ..... HAVING TOTAL DISCHARGE OF ..... MLD"**

Cost of works put to tender	:	Rs. ....
Cost of Tender Document (Tender fee)	:	Rs. ....
Earnest Money	:	Rs. ....
Contract Period	:	Eight Months (220 days)
Validity of Bid (Tender)	:	120 Days
Validity of Earnest Money	:	180 Days
<b>E-TENDER SCHEDULE</b>		
Date & time of Release of E-Tender for download from E-Tendering portal (website)/Bid submission start date &time	:	.....
<b>Pre Bid Meeting</b>	:	.....
Last date/time of submission of E-Bid with scan copy of BC for cost of tender FDR of EMD on E-Tendering portal (website).	:	.....
Last date/ time of submission of original BC of e-tender fee & original FDR of EMD in physical form.	:	.....
Date/time of opening Pre-qualification part through E-Tender procurement solution	:	.....
Date/time of opening Price Bid through E-Tender procurement solution	:	.....

Place of submission of original EMD & cost of tender document & Place of opening of Pre-qualification Bids	: .....
Reply to the bid queries	: .....
<b>Payments details</b>	<p>: 1. Tender fee, Earnest money deposit, PAN Card shall be uploaded online.</p> <p>2. Tender Fee (Document fee) amounting to Rs. .... in favor ..... in form of Demand Draft.</p> <p><b>Earnest Money Deposit</b>  Rs. .... in form of FDR or Bank Guarantee or RTGS in favour of ..... ----- valid up to 180 shall be issued by any scheduled Commercial bank.</p>

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## 1. Instructions to Bidders

On behalf of ....., hereby invites bids for the following work on turnkey basis from established independent contractors/ contracting firms from India who are having adequate capabilities and experience of similar nature work as required in the bid documents.

**10 Procurements of Scientific & Technical Services for Complete Supply, Fabrication, Erection, Installation & Successful Commissioning of In Situ Nallah Treatment by Bio/Phyto-remediation technology in ..... Drains of ..... having total discharge of ..... MLD.**

11 ----- has been entrusted with the implementation of the scheme.

12 The Completion period of the works will be ..... Months.

13 Bidders are advised to read bid documents carefully.

14 The tender documents for the works will be in English.

15 ----- intends to shortlist the Contractors / Firms who fulfill the minimum qualifying criteria. Financial bid of only those bidders shall be opened, who qualify the criteria.

16 Contractors who wish to bid for the works must have the technical know-how, standing experience and proven reputation in similar type of works including other associated work. They should be able to show satisfactory evidence of successful completion & satisfactory performance of such type of work.

17 Lawyers/ Members of the bar council are not eligible to participate in the bidding process either individually or Joint Venture.

18 The bidder must have experience with proven technology, high reputation technical and financial capability for the work, "Procurements of Scientific & Technical Services for Complete Supply, Fabrication, Erection, Installation & Successful Commissioning of In Situ Nallah Treatment by Bio/Phyto-remediation technology in ..... Drains of ..... having total discharge of ..... MLD" categorized herein under:-

S. No.	Category	Description	No. of drains	Discharge (MLD)
1	Type A	Greater than 0.2 MLD but less than or equal to 1.0 MLD		
2	Type B	Greater than 1 MLD to less than/equal to 10 MLD		
<b>Total</b>				

19 Tender Cost for treatment of ..... Drains of .....having total discharge of ..... MLD by Bio-remediation method – Rs. .... excluding Taxes.

**1.10 Time Frame:** - It shall be communicated through LOI issued to successful bidder.

**Note:** In case any bidder intends to bid for more than one package; he shall submit separate bids for each package.

## 2. Scope of work applicable -

The scope of work and details of the services to be provided by the Bidder which broadly includes, but is not limited to the followings, for the drains listed in Annexure-IV(Detailed list of Drains), are given below:-

S. No.	Work Description	Tentative number
1	Supply of bacteria or other materials required as per technology with all T&P for Biological or other treatment of drains including supply and installation of V-notch & regular measurement of discharge but exclude sample testing.	As per package
2	Preparation of dozing or input material and its application at drains located at different places during treatment period.	As per package
3	Construction of Bund at sections of drains for ponding and fixing of screens and its maintenance for treatment period.	job
4	Spreading of odour control remedies at selected locations	job
5	Sludge removal & its safe disposal at specified locations within the municipal area up to maximum distance of 5Km.	job
6	Solids/Floating material removal & its safe disposal at specified locations within the municipal area up to maximum distance of 5.0 Km.	job
7.	Weekly collection of composite sample and its testing for BOD, COD, TSS and Ph as per norms of CPCB.	job

**Note:-**

- i If the desired parameters are not achieved, reduced payment shall be made all deemed to be fit and appropriate in the opinion of competent authority. The payment shall be made as mentioned in Schedule of Payments.
- ii The deliverables will be on hiring basis and necessary systems/ equipments/ instruments/ manpower etc. will be supplied, transported, installed, operationalized, decommissioned and demobilized and / or shifted for its use at another location as specified by ----- during the period of Contract by bidder and will be the property of bidder after the contract period.
- iii Monthly testing of samples & performance monitoring shall be done by Third Party Inspection (TPI) appointed by ---- Cost of TPI shall be borne by and testing of samples and performance monitoring shall be done by ----- after every 15 days.
- iv Duration for treatment and O&M will ..... months

- v. Drains on which treatment plan is proposed are listed in Annexure-IV. However as per actual site condition No. of drains may be changed in either ways.
- vi. The treated effluent parameters shall be demonstrated over 24 hour composite samples with a 98% plus compliance. In other words, not more than 2% samples can be off specifications, on a monthly basis (i.e., max. 1 no. sample in a month). A variance of up to 15% on individual grab samples shall be allowed. In other words, if any parameter of any grab sample is beyond 15% of the stipulated values, the sample shall be considered as "non-compliant". Only 10 grab samples with a variation within 15% of the stipulated values shall be permitted per month. All non-compliant samples will be treated as per tender condition for non-compliance and penalized accordingly.
- vii. Contractor is required to maintain guarantee parameters for treated effluent quality during O & M period. These quality parameters are subject to presumptions that actual pollutant (Pollutants like BOD, TSS, Nitrogen etc. in kg/day) load will not exceed design pollutant load (kg/day) per day for every parameter. However, individual pollutant concentration (mg/l) can exceed up to 10% of design parameters, and total sewage flow can exceed up to 10% design flow.
- viii. During treatment period will impose following penalties/ liquidated damages for not maintaining the guaranteed parameters, as described below:
- a. In case National Green Tribunal New Delhi/ Central Pollution Control Board/ Uttar Pradesh Pollution Control Board imposes any penalty, within contract period, for non-conformance of discharge parameters (BOD, COD, TSS and pH) for the drain under treatment, the amount of such penalty will be charged to the bidder.

## 2.1 Evaluation criteria of Bio-remediation

Evaluation criteria of Bio-remediation of drains during treatment period as under normal conditions (As per NMCG):

Sr. No.	Parameters	Out flow reduction/ Values(at the end of trial period)	Out flow reduction/ Values(beyond trial period)
1	BOD <sub>3,27</sub> (Biochemical Oxygen Demand)	≤30.0 mg/l Or 40% reduction in BOD load value from the initial reading( whichever is lower)	≤30.0 mg/l Or 70% reduction in BOD load value from the initial reading( whichever is lower)
2	COD(Chemical Oxygen Demand)	≤150.0 mg/l Or 40% reduction in COD load value from the initial reading( whichever is lower)	≤150.0 mg/l Or 70% reduction in COD load value from the initial reading( whichever is lower)
3	TSS(Total Suspended Solids)	≤100.0 mg/l Or 40% reduction in TSS load value from the initial reading ( whichever is lower)	≤100.0 mg/l Or 70% reduction in TSS load value from the initial reading ( whichever is lower)
4	PH	6.5-9	6.5-9

### 3. Pre Bid Site Inspection:

The interested bidders are advised to visit the sites & towns prior to the bid submission and get themselves acquainted with the actual site conditions and may hold discussions with the -----  
- if so required. However no travelling and any other cost / expense shall be payable for this purpose.

Where necessary, before submitting the Bid, the Bidder should inspect and examine the site and its surroundings and shall satisfy itself about form and nature of the Site, the quantities and nature of the work/service and materials necessary for the completion of the works/services, means of access to the site, the accommodation it may require, and in general, obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect its tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

### 4. Cost of Bidding Document:

The bidder shall bear all costs associated with the preparation and submission of its bids.  
----- shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

#### 4.1 Clarification by Bidder:

Intending Bidder will be allowed to seek clarification in specifications, Conditions of Contract, etc. in writing to ----- within 48 hours before the opening of bid, ----- will communicate such clarifications to the entire intending Bidder who have purchased or downloaded the tender document from the ----- in writing before submission of tender. All such communication like addendum, amendment and clarifications shall form part of the tender documents.

#### 4.2 Method of submitting the bid application:

- i. The tender is in two bid system.
- ii. If the bidder is an individual, the application shall be signed by him above his full type written name and current address.
- iii. If the bidder is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.
- iv. If the bidder is a firm in partnership, the application shall be signed by all the partners of the firm above their full typewritten names and current addresses, or alternatively, by a partner holding power of attorney for the firm. In the later case a certified copy of the partnership deed and current address of all the partners of the firm shall accompany the application.
- v. If the bidder is limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The bidder shall also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.
- vi. At any time prior to the Submission Deadline, the -----, may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents by addendum. These shall be made available only on the -----'s website. All relevant information like minutes of pre-bid meeting and response to the bidder's query shall only be available in the website of -----

- vii. It is bidder's responsibility who purchase or download the tender document to contact with -----, and check regularly on the -----'s website before submission of its Bid. All these addendum, amendment and clarification shall be deemed to be part of the tender document and it will be assumed that the information contained therein has been taken into account by the Bidder in its Bid. The earnest money also liable to forfeited if bidder fail to furnish the information given in addendum, amendment and clarification in its Bid.
- viii. In order to afford prospective Bidders reasonable time in which to take the amendment into account while preparing their Bids, the -----, may, at its discretion, extend the Submission Deadline. Details of time extension, if any will be provided in the website of -----.
- ix. Tenders which do not comply with this instruction shall be summarily rejected.
- x. The bid shall be accompanied by earnest money as mentioned in NIT of respective package by way of Demand Draft in favour of -----payable at ..... All credentials, documents and copies of certificate/information called for shall be submitted as per tender document with the bid.
- xi. Necessary clarification if any required by -----shall be furnished by the bidder within the time given by -----, for the same. The -----, is at liberty to verify any or all documents submitted by the bidder, even by referring to third parties.
- xii. It should be clearly understood by the bidder that no further opportunity shall be given to them to modify or withdraw any stipulation at any stages of the contract.
- xiii. The tender form shall be filled in by the bidder clearly, neatly and accurately. Any alteration, erasers or over-writing will render the tender invalid. Alteration neatly carried out and attested over the full signature of bidder, however, is permitted in exceptional circumstance but not as a matter of right.

#### 4.3 Manner of submission of tender (Two Bid system)

Tenders shall be submitted in TWO SEPARATE ENVELOPES on U.P. Govt's e-procurement website i.e. <https://ctender.up.nic.in>. One envelope shall contain the technical documents & documents related to eligibility criteria duly super-scribed as "technical Bid". Second envelope shall contain the price details duly super-scribed as "Price Bid". Technical and Financial bid will be opened on the same day.

The two envelopes to be uploaded shall contain the following:

##### Envelope No. 1 (Technical Bid):

- a. EMD
- b. Tender fee.
- c. All documents required as per Eligibility Criteria (to be submitted in the same chronological order as asked in the Criteria)
- d. All required annexure to be filled and submitted as asked in the tender document.
- e. Work Plan/Methodology

##### Envelope No. 2 (Price/ Financial Bid):

This envelope shall only contain the Price (Financial) Bid. The price bid shall be filled as per original enclosed schedule and in which the bidder participation requiring shall typed or written in indelible ink in words and figures at appropriate places.

##### Rates

Rate shall be quoted inclusive of all taxes except GST. GST will be paid separately as applicable. Tenderer should quotes their rates after passing on benefits of input tax credit in favor of -----, in quoted rates.

#### 4.4 Opening of tender

The tender i.e. technical bid will be opened in the Office of -----The bidder will be at liberty to be present either in person or through an authorized representative at the time of opening of the tenders.

At the stipulated time of opening, Envelope No.1 shall be opened first. The offers from those bidders who are unable to unconditionally accept tender conditions or who fail to deposit the required E.M.D and Valid documentary proof of eligibility criteria will be rejected and Envelope No 2 containing tender documents shall not be opened.

The price bid of only those bidders will be opened whose technical bid are found to be acceptable as per the evaluation criteria for technical bids.

In the event of more than one bidder becomes L1, the Competent Authority, reserves the right to select one of the L1 bidders based upon various norms like quality of work experience, number of years in operation and other credentials like work completion certificate of any Central Government / State Government Undertaking /Organization.

#### 4.5 Examination of Bids and Determination of Responsiveness:

- i For evaluation / examination of technical & price bids, an independent selection committee will be formed and the price bids will be opened only in respect of eligible and technical qualified bidders in accordance with the eligibility and evaluation criteria. Information relating to examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons, not initially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Employer -----processing of bids or award decisions may result in the rejection of the bidder's bid.
- ii A substantially responsive bid is one that conforms to all the terms and conditions and specifications of the bidding document without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the work inconsistent with the bidding documents.
- iii Employer's rights or the bidder's obligations under the contract, or whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- iv If a bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal and the non-conforming deviations or reservations.

#### 4.6 Award criteria

The employer shall award the contract to the Bidder whose Bid has been determined to be responsive to the bidding documents and who has offered the lowest evaluated Bid Price.

#### 4.7 Notification of Award and signing of agreement.

- i The bidder whose bid has been accepted will be notified of the award by the employer prior to expiration of the Bid validity period. This letter of acceptance will state the sum that the employer will pay the bidder in consideration of the execution and completion of the works by the bidder.
- ii The notice of tender and any other communication circulated to the tender shall form part of

the contract document. The successful bidder on acceptance of his tender by accepting authority shall within 15 days of date of the Award Letter of the work sign the contract agreement consisting of Notice Inviting tenders, General conditions of the contract as issued at the time of invitation of tender and acceptance thereof together with any correspondence there to.

- iii The contract agreement shall be executed on a non-judicial stamp paper of Rs. 100/- and the cost of the same shall be borne by the bidder.
- iv The pre bid meeting is proposed at .....

## 5. PREQUALIFICATION REQUIREMENTS

### 5.1 Earnest Money and Tender Document Cost:

- i The cost of tender document will have to be submitted in the form of Demand Draft only in favor of -----payable at Lucknow and Earnest Money shall have to be deposited in the form of RTGS/FDR/BG issued from any scheduled commercial Bank. No Interest shall be payable on Earnest Money. The validity of FDR/BG shall be 180 days & should be in favour of -----
- ii The earnest money shall be liable to forfeiture if the Bidder after submitting his tender modifies his offer or the terms & conditions thereof in any manner, even if ----- has not suffered any loss, during the validity period of this tender enquiry. It being understood that the tender documents have been made available to him and he is being permitted to tender in consideration of his agreement to this stipulation. The earnest money is also liable to be forfeited in the event of bidder fails to furnish the requisite security deposit by the due date without prejudice to any other rights and remedies of the -----, under contract and law.
- iii The earnest money will be returned to all unsuccessful bidders without interest as soon as practicable, after decision on tenders. The earnest money to the successful bidder will be returned after furnishing of security deposit. No interest shall be payable on the amount of earnest money in any case.

### 5.2 Documents required with the technical bid:

- i Self-attested scanned copies of the documents mentioned in Technical capability and Financial capability are to be uploaded with the bid, failing which the tender will be rejected.
- ii The bidder shall sign on each page of tender document for acceptance of all terms and conditions.

**5.3 Technical capability:**

Applicable for Type-A; Type-B packages.(as per flag-२)

S.No	Criteria	Documents to be submitted
1	<p>The Bidder should have experience of Bio/Phyto-remediation work contract, including testing and commissioning successfully in last 10 years as on date of publication of NIT,</p> <p>1. Experience of having successfully completed similar works as mentioned below during the last 10 years as on date of publication of NIT:</p> <p>A) One similar works capacity of each not less than the volume equal to 60% of --MLD.</p> <p style="text-align: center;">or</p> <p>B) Two similar works capacity of each not less than the volume equal to 40% of -- MLD.</p> <p style="text-align: center;">or</p> <p>C) Three similar works capacity of each not less than the volume equal to 30% of --MLD.</p> <p>Similar work means, in-situ treatment of flowing wastewater in open drains/Rivers/sewers by Bioremediation process. The Certificates of work experience should be issued by an officer of not below the rank of Executive Engineer/Project Manager or equivalent from any of central Govt. department/State Govt. department/Central Autonomous Bodies/State Autonomous Bodies/Central Public Sector under taking/state Public Sector under taking /City Development Authority/Municipal corporation of city/ formed under any Act by Central/State Govt. &amp; Published in central/state Gazette. Private work experience shall not be considered.</p> <p>1. The experience cited could include experience of Bidder's ultimate parent or ultimate parent's current subsidiary.</p> <p>2. The Bidder may be a firm/contractor/manufacturer or technology provider.</p>	Contracts/ Work Orders for experience cited and Certificate of successful completion of the event.
2	<p>The bidder should upload complete technology, work schedule, procedure along with complete information about biological product with authenticated certificate which prove that product should eco-friendly, non-hazardous, nontoxic and safe for human as well as aquatics. Product certificate should be issued by IITR, PCB or any similar Govt. laboratories in India. Missing of product certificate, financial bid shall not be opened or bid should discard.</p>	
3	<p>The Bidder should be either an existing Firm registered in UPJN or company registered in India under the Company Act, 1956.</p>	
4	<p>Bidder may be a single entity or a Consortium of a maximum of 4 (four) members with one lead member having equity more than 51%</p>	

#### 5.4 Financial capability

Financial capability condition is applicable corresponding to the respective package:-

- 5.4.1 In case of a consortium, it shall comply with the following:
- a. Turnover criteria to be met by Lead Member.
  - b. Number of members in a Consortium should be limited to 4 (four).
- 5.4.2 In case of a Technology provider, it shall comply with the following:
- c. Turnover criteria to be met by Lead Member.
  - d. Technical criteria shall be met by Technology provider, who will guarantee the successful completion of treatment and project as a whole.
  - e. In case of manufacturers affidavit to guarantee the work done will be required from the manufacturers and also meet the technical criteria.
- 5.4.3 The bidders will be assessed on technical and financial capabilities.

#### 5.5 Bid Capacity-

Not to be evaluated.

#### 5.6 Disqualification-

**5.6.1 Even though the bidders meet the above qualifying criteria, they are subjected to be disqualified if they have:**

- (a) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
- (b) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
- (c) Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.

**5.6.2 Each bidder must produce:**

- (a) The current income-tax clearance certificate or copy of income tax return of last 3 years.
- (b) The Bidder has a GST registration certificate.
- (c) The proof that the firm is registered with Provident Fund Authorities.
- (d) Last 5 years audited balance sheet.
- (e) Registration of the Firm for Labour welfare cess and the Firm shall have to produce at the time of signing the contract registration of its labours also for labour welfare cess without which firm may be denied any payment of work as per labour laws of the state.

#### 5.7 Performance Security Deposit-

- i The successful bidder shall furnish within 2 weeks of the acceptance of his tender a Performance Security Deposit of 10% of Contract price for respective package as BG/FDR issued from any scheduled commercial Bank in favour of, .....,.....
- ii The Security Deposit shall be furnished in favour of the -----as mentioned in LOI.

- iii. The Security Deposit furnished by the bidder shall be subject to the terms & conditions given in the Annexure of this tender and -----will not be liable for payment of any interest on the security deposit or any depreciation of value of the equipment/ material/machinery etc. employed.
- iv. If the successful bidder had previously held any contract in ----- and furnished security deposit, the same shall not be adjusted against this tender and a fresh security deposit will be required to be furnished.
- v. Alternately on request of the contractor/firm, 5% of the performance guarantee will be accepted at the time of signing of contract and rest 5% may be deducted from the initial running bill in a single deduction or at the rate of minimum 10% of the gross bill amount of running bill. However, in any case whole amount of balance performance guarantee shall be deducted within one year.
- vi. Additional performance security have to be deposited by the contractor/firm in case of quoting rates below SOR as per the directions laid by prevailing U.P. Government orders issued by the U.P. Public Works Department.

## 6. GENERAL CONDITIONS OF CONTRACT

### 6.1 DEFINITION:

- (a) The terms 'Contract' shall mean and include the invitation to tender incorporating also the instruction to bidder, the tender, its annexure, appendixes, schedules, acceptance of tender and such general and special conditions as may be added to it.
- (b) The terms ----- wherever occurs shall mean -----and will include its General Manager/Superintending Engineer and its successor or successors and assignees of controlling office of related zone.
- (c) The terms ----- shall mean its ----- and its successor or successors and assignees.
- (d) The term "Bidder" shall mean and include the person or person, firm or company with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assignees, as the case maybe.
- (e) The term 'Contract Rates' shall mean the rate of payment accepted by the -----  
-----, for and on behalf of -----.
- (f) The term "Employer" shall mean -----

### 6.2 PARTIES TO THE CONTRACT

- a) Bidding process will be carried out from Office of the ----- After completion of bidding process i.e. after finalization of successful bidder, it shall be handed over to authorized ----- will authorize the Engineer-in- Charge (EIC) for issue of LOI, contract management and execution of work. The parties to the contract are successful bidder (herein after called 'Contractor') and -----, represented by the --- and/or any other person authorized to act on behalf of the -----The person signing the tender or any other document (s) forming part of the tender on behalf of any other person or a firm shall be deemed to warrant that he has authority to bind such other person or the firm, as the case may be in such matter pertaining to the contract, if, one enquiry, it is found that the person concerned has no such authority.  
-----, may without prejudice to other civil, criminal remedies, terminate the contract and hold the signatory liable for all cost and damages.

### 6.3 CONSTITUTION OF BIDDERS

- (g) "The tenders shall be entertained from the parties having all statutory registration with the appropriate authorities" Bidder shall at the time of submission of tender declare whether they are sole proprietary concern or registered Partnership Firm of Private Limited Company or a Public Limited Company incorporated in India or Hindu Undivided Firm. The Composition of the partnership, names of Directors or companies and name of the Karta of Hindu Undivided Family shall be indicated. The bidders shall also nominate person in whose hands the active Management and control of the work relating to the contract during the tenure of the contract would lie. The person so nominated shall be deemed to have power of attorney form the bidder(s) in respect of the bidder and whose acts shall be binding on the bidder(s).
- (h) The contactor shall well acquaint and study carefully and get clarified site conditions, surroundings, approaches, working conditions, the materials, machines, equipments, specifications, schedule of quantities, frequencies of different operations and conditions of the tender documents and to get clarifications and explanations, if

required, from the Officer in Charge to fully appreciate the scope of work before quoting his rates.

- (i) The bidders shall not make any change in the constitution of the firm during the currency of the contract, without the prior approval of the ----- . The bidders shall notify, to the ----- about the death/resignation of any of the partner(s)/director(s) immediately on the occurrence of such an event. On receipt of such notice the ----- shall have the right to terminate the contract at its discretion.

#### **6.4 SUBLETTING**

The bidder(s) shall not sublet transfer or assign the contract or any part thereof without the prior written approval of the ----- In the event of the bidders contravening this condition the ----- is entitled to terminate the contract and to get the balance items under the contract extended at the risk and cost of the bidder and the bidder(s) shall be liable for any loss or damage which the ----- may sustain in consequence or arising out of such replacing of the contract.

#### **6.5 EXECUTION OF WORK: BIDDER'S RESPONSIBILITIES**

- (a) The bidder shall ensure quality work in a planned and time bound manner. Any substandard material/ work set beyond out tolerance limits shall be summarily rejected by the competent authority.
- (b) The work shall be carried out in the manner complying in all respects with the requirements of relevant byelaws of the local body under the jurisdiction of which the work is to be executed or as directed by the competent authority and nothing extra shall be paid on this account.
- (c) The bidder shall comply with proper and legal orders and directions of the local or public authority or Municipality and abide by their rules and regulations and pay all fees and charges, which he may be liable.
- (d) The bidder shall dump garbage/ malba/ wastage at specified /demarcated/notified site/ground by the local municipal authorities (ULB) on his own cost and responsibility and shall not stack building material / malba on road or on the land owned by any other authority, as the case may be. It will be the responsibility of the bidder in consultation with ULB/----- to identify the dumping site/ground and to get permission from the concerned local authority/corporation on his own responsibilities and expenses.
- (e) No assistance of any kind shall be made available by the department for the purchase of equipment, plants, machinery, materials of any kind or any other items required to be carried out in execution of work. Payment will be made in Indian currency only for the executed work.
- (f) Work shall be carried out on all days including Sundays and Holidays. The bidder shall attend complaints received in connection with the services immediately.
- (g) The bidder shall provide one four wheeler and two motorcycles in good working conditions for inspection of site by ----- staff.

#### **6.6 LIABILITY FOR PERSONNEL**

- (j) All persons employed by the bidder(s) shall be engaged by them/him as his/their own employees in all respects and the responsibilities/obligations under contract Labour (R&R) Act 1970, the Indian Factory Act the Workmen compensation Act 'Employees Provident Fund Act' and under minimum wages Act and various other statutory enactments shall be that of the bidder.
- (k) The bidder shall indemnify the -----, against all the claims whatsoever in respect of the said personnel and workmen compensation act, EPF Act, ESI Act, or any other statutory/Provisions or otherwise in respect of any damage, penalty, compensation, interest, fines payable in consequence of any accident or injury sustained by any worker of the Bidder. The bidder shall Co-ordinate with ESI authorities to get the family

treatment card for his staff.

- (l) The bidder shall also make available such returns/records for inspection by authorized by ----- . The bidder shall maintain necessary record and registers like wages book and wage slip, etc. register of unpaid wages and register of fines and deductions.
- (m) The bidder shall regularly liquidate any financial liability under the contract towards fulfilling statutory obligations stipulated in different labour Act/rules/instructions/ circulars etc. applicable to the contract and submit proof of having fulfilled the same.

## 6.7 PERIOD OF CONTRACT

The Contract shall remain in force for all purpose for a period of 5 months from the date of award of contract, which may be further extended upto 8 months based on further guidelines and approval from SMCG/NMCG and satisfactory performance, cost implication and mutually agreed terms and conditions. -----, reserves right to terminate the contract at any time during its currency without assigning any reason there of by giving 7 days' notice in writing to the bidder(s) at their last known place of residence/business and the bidders shall not be entitled to any compensation by reason of such termination. The action of -----under this clause shall be final conclusive and binding on the bidders and shall not be called in question. However, if treatment is found to be in effective, contract shall be terminated immediately and work shall be awarded to a debitible agency chosen by competent authority.

## 6.8 SECURITY DEPOSIT

- (n) The bidder(s) shall furnish within fifteen days from the acceptance of their tender, security deposit as prescribed in the invitation to tender failing which the contract shall be liable to cancellation at the risk and cost of the bidder(s) and the EMD will be forfeited and subject to such other remedies, as may be open to action by -----under the terms of the contract
- (o) The Security Deposit shall be furnished as mentioned in LOI.
- (p) The -----, shall not be liable for payment of any interest on the security deposit or by depreciation of any equipment /machinery etc. employed for the execution of work.
- (q) The Security Deposit will be refunded to the bidder(s) without interest on due and satisfactory performance of the services and on completion of all obligations by the bidder(s) under the terms of the contract and on submission of a 'No Demand Certificate' subject to such deduction from the security, as may be necessary for making the -----, claims against the contract.
- (r) In the event of termination of the contract, -----, shall have the right to forfeit the entire or part of the amount of security deposit lodged by the bidder(s) or to deduct appropriate sum due to be claimed for any damages, losses, charges, expenses or cost that may be suffered or incurred by the -----.
- (s) The decision of the -----, in respect of such damages, losses, charges, costs, or expenses shall be final and binding on the bidder(s).
- (t) If during the term of this Contract the Bidder is in default of the due and faithful performance of its obligations under this Contract, or any other outstanding dues by the ways of fines, penalties and recovery of any other amounts due to it, the -----, shall, without prejudice to its other rights and remedies hereunder or at the Applicable Law, be entitled to call in, retain and appropriate the Performance Security. Nothing herein mentioned shall debar the -----, from recovering from Bidder by a suit or any other means any such losses, damages, costs, charges and expenses as aforesaid, in case the same shall exceed the amount of the Performance Security.
- (u) Whenever the security deposit falls short of the specified amount the bidder(s) shall make good the deficit so that the total amount of security deposit, shall not at any time be less than the specified amount.

**6.9 LIABILITY OF BIDDER(S) FOR LOSSES ETC. SUFFERED BY THE EMPLOYER**

- (a) The bidder(s) shall be liable for all costs, damages, expenses suffered or incurred by the -----, due to the bidder's negligence and the un workmanship like performance of any service under his contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incurrence of damages etc. and for all damages or losses occurred to the -----or in particular to any property or plant belonging to the ----- . due to any act whether negligent or otherwise of the bidder(s) themselves or their employees. The bidder(s) shall also be liable for the interest at commercial lending rate on costs/damages/expenses. The decision of the -----, regarding such failure of the bidder(s) and their liability for the losses, etc. suffered by the -----, shall be final and binding on the bidder(s).
- (b) The ----- is entitled to claim for any damages, losses, charges, costs, or expenses suffered or incurred by them due to bidder(s) negligence's and un workmen like performance of services under the contract or breach of any terms thereof and adjust the same form the bills of the bidder directly. The total sum claimed shall be deducted from, any sum then due or which at any time hereafter may become due to the bidder(s) under this or any other contract with the ----- . In the event of the sum which may be due from the -----, as aforesaid being insufficient, the balance of the total sum claimed and recoverable form the bidder(s). Should this sum also be not sufficient to cover the full amount claimed by the -----, the bidder shall pay to the ----- on demand the remaining balance of the aforesaid sum claimed. The -----will be the sole judge determining after taking into consideration all the relevant circumstance, the quantum value of loss and also in regard to the liability of bidder(s) for such loss the amount to be recovered from them. The decision of the -----, in this regard shall be final and binding on the bidder(s).
- (c) SET-OFF
- Any sum of money due and payable to the bidder(s) (including security deposit returnable to them) under this contract may be appropriated by the ----- and set off against any claim of the ----- for the payment of any sum of money arising out of or under any other contract made by the bidder(s) with the -----

**6.10 BOOK EXAMINATION**

The bidder(s) shall, whenever required produce or cause to produce for examination by the ----- or any other officer authorized by him on behalf any cost or other accounts book of accounts, vouchers, receipts, letters, memorandums or writings or any copy of or extract from any such document and also furnish information and returns, verified in such manner as may be required by the statutory compliance/payment made to EPF/minimum wages etc., renewed license any or all such documents desires by ----- . The decision of -----, on the question of relevancy of any document, information or return shall be final and binding on the bidder(s). The bidder(s) shall produce the required document, information and returns as at such time and place, as may be directed by the -----or any other officer authorized in this regard.

**6.11 PAYMENT**

- (a) No advance payment will be made to the agency.
- (b) Monthly data report for the quantity and quality of the pollution load treated and output of flows has to be submitted to the office signed by the representative from -----and agency, based on human machine interface, for payment to the agency.
- (c) The bidder shall submit all his/their bill along with specified test reports by the seventh of following month to ----- payment of which will be made through Account Payee Cheque to the bidder(s) within 15 days after receipt of the bill with completed detail of the

work performed.

## 6.12 LAW GOVERNING THE CONTRACT/DISPUTE RESOLUTION

The contract will be governed by the Laws of India, for time being in force as amended from time to time. Any disputes arising out of this contract will be settled first by amicable settlement. The matter shall be referred -----whose decision shall be final and binding to both the parties. In case of arbitration, it shall be fairly tried in the court of Law of competent jurisdiction. The courts in the District where the Engineer-in Charge office is situated shall have exclusive jurisdiction to adjudicate the disputes arising under the contract.

## 6.13 DUTIES AND RESPONSIBILITY OF THE BIDDER(S)

- (a) The bidder(s) shall carry out all items of services assigned or entrusted to him/them by --- of -----, or any other officer acting on his behalf and shall abide by all instructions issued to him/them from time to time by the said officer. They shall render the services to the satisfaction of the --- ----- or any other officer acting on his behalf together with ancillary and incidental duties, service and operations as may be indicated by the said officer(s) and are not inconsistent with the terms & conditions of the contract. The bidder shall always be bound to act with responsible delegacy and in a business-like manner and to use such skill as expected of men or ordinary prudence in the conduct of their activities.
- (b) The bidder shall engage adequate workers and other competitor staff for the nature of work to be performed to the satisfaction of the -----or any other officer acting on his behalf. The bidder shall be responsible for the good conduct of their employees and shall compensate the ----- for losses arising from neglect, carelessness, want of skill or misconduct of themselves, their servant or agents or representatives, The -----shall have the right to ask for the dismissal of any employee of bidders who in his opinion is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct etc. of the bidders, their servant and agents of representative shall be final and binding on the bidder.
- (c) The bidders shall advise the ----- and officers authorized to act on his behalf the name of one or more responsible representative(s) authorized to act on their behalf in day to day working of the conduct. It shall be duty of such representative(s) to call at the office of the -----or an officer acting on his behalf, every day and generally to remain in touch with them to report the progress and generally to take instructions in the matter.
- (d) The bidders shall strictly abide by Laws, Rules & Regulations.
- (e) The bidder shall provide verifiable proof that EPF/ESI has been deposited in respect of particular workers, working under the Bidder who are working in -----, along with the EPF/ESI number issued by concerned authorities. A copy of ESI card also is deposited with -----within one month period even in case of change of worker, failing which payment will not be released subsequently for the aforesaid period, without prejudice to the other actions.
- (f) If the party fails to comply with the statutory/legal requirement, as stipulated in the terms & conditions of the tender within two months from the award of contract, contract is liable to be terminated with one month's notice and security deposit be forfeited and in his place, second lowest/third lowest will be kept as back up to immediately to replace the terminated agency.

## 6.14 SETTLEMENT OF DISPUTE AND ARBITRATION

- (a) All disputes and differences arising out of or in connection with the contract and works of any nature assigned under the same (whether during the progress of the works or after their completion), determination, abandonment or breach of the contract shall be referred to a team of three men arbitrator appointed by the -----The arbitrators shall elect an umpire among them. In case of conflicting findings by the arbitrators, the decision of the umpire shall be final and binding. It will not be an objection to any such appointment that

the arbitrators are the government servants and had any interest in the -----or the contract entered into directly or indirectly. In all cases, the arbitrators shall state the decision in writing and if amount of claims in dispute is Rs. 50,000/- and above, the arbitrators shall give reasons for award. The Venue of the arbitrator shall be Lucknow.

- (b) Subject as aforesaid the provisions of the Arbitration and conciliation act 1996 or any statutory modification or amendment thereof and the rules made there under for the time being in force shall apply to the arbitration proceeding under the clause.
- (c) The party invoking the arbitration shall specify the dispute to be referred to the arbitrator under this clause together with the amount or amounts claimed in respect of each such dispute within a period of 90 days from the occurrence of the disputes.
- (d) If the bidder's do not make any demand for arbitration in respect of any claims in writing within 90 days of receiving the intimation from the -----, that final bill is ready for payment, the claim of the bidder's will be deemed to have been waived and absolutely barred and the -----, will be discharged and released all liabilities under the contract in respect of these claims.
- (e) The decision of the employer or any other authorized officer in this regards, regarding the quantum of reduction as well as justification thereof in respect of rates for sub-standard work which may be decided will be final and would not be open to arbitration. Provided always that no compensation shall be payable for any loss in always that no compensation shall be payable for any loss in consequence of hostilities or war-like operation (a) unless the bidder had taken all such precautions as are deemed necessary by the Engineers In Charge (----- nominated Officer) (b) for any materials etc. not on the site of work or for any tools and plant, machinery, scaffolding temporary buildings and other things not intended for the work.
- (f) In the event of the bidder having to carry out defects as pointed out, he shall be allowed such extension of time for its completion as is considered reasonable by the employer compliance within such time as the employer may prescribe in that behalf and in the event of the bidder failing to effect such compliance within the time prescribed by the employer then the employer shall without prejudice to his other rights be entitled to withhold from the amount payable to the bidder any amount payable to the workmen under any such laws, regulations or rules and to make payment thereof to the workmen. The employer shall also have in that event the right to terminate the contract with immediate effect and to exercise powers reserved to their employer under the contract as a result of termination.

## 6.15 FORCE MAJEURE

- 1.1. Neither Party is responsible for any failure to perform its obligations under the Contract; to the extent it is prevented or delayed in performing those obligations by an event of Force Majeure.
- 1.2. An event of Force Majeure is an event or circumstance which is beyond the control and without the fault or negligence of the party affected ("Affected Party") and which by the exercise of reasonable diligence the Affected Party was unable to be prevented and which is not caused or contributed by the Affected Party, provided that event or circumstance is limited to the following:
  - (a) Act of terrorism;
  - (b) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;
  - (c) ionizing radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
  - (d) Earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but

excluding weather conditions regardless of severity; and

- (e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed, and which affect an essential portion of the Works but excluding any industrial dispute which is specific to the performance of the Works or the Contract.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.

- 1.3. Where there is an event of Force Majeure, the Affected Party must notify the other Party in writing as soon as possible and in any event within 3 days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure, giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delaying the Affected Party in performing its obligations under the Contract. The Affected Party must use its reasonable efforts to mitigate the effect of the event of Force Majeure upon the performance of its obligations under the Contract and notify the other party of the measures being taken to mitigate the effect(s) of the event of Force Majeure.
- 1.4. Upon completion of the event of Force Majeure, the Affected Party shall, as soon as reasonably practicable, recommence the performance of its obligations under the Contract. Where the Affected Party is the Bidder, the Bidder must provide an amended Works Program rescheduling the Works to minimize the effects of the prevention or delay caused by the event of Force Majeure.
- 1.5. An event of Force Majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.
- 1.6. The Bidder has no entitlement and Consultant/ Owner has no liability for:
- (a) any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and
- (b) any delay costs in any way incurred by the Bidder due to an event of Force Majeure.
- 1.7. If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty days or more in a continuous period of 365 (three hundred sixty five) days after notice has been given under this Clause, either Party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other Party.

In the event that the Parties are unable to agree in good faith about the existence or occurrence of a Force Majeure event, such dispute shall be finally settled in accordance with the dispute resolution provided herein; provided however that the burden of proof as to the occurrence or existence of such Force Majeure event shall be upon the Party claiming relief on account of such Force Majeure event.

Signature of Bidder

**7. FORM**

FORM: A-1

**7.1 DECLARATION REGARDING GST**

**(To be typed on Bidder's Letter Pad)**

**To be kept in separate envelope (Volume-II)**

**I/We have submitted bid for "Procurements of Scientific & Technical Services for Complete Supply, Fabrication, Erection, Installation & Successful Commissioning of In Situ Nallah Treatment by Bioremediation technology in ..... Drains of ..... having total discharge of ..... MLD."**

It is to intimate that current applicable rates of GST on the work mentioned in the price schedule is Percent(%).

Note: TDS on GST will be deducted at the rate applicable at the time of payment.

(Signature of Authorized Signatory &  
Seal of the Bidder)

No:-.....

Date:-.....

**7.2 Solvency Certificate****TO WHOMSOEVER IT MAY CONCERN**

This is to certify that to the best of our knowledge and information M/S  
 Sri \_\_\_\_\_ address \_\_\_\_\_  
 A customer of our bank are/is respectable and can be considered solvent to the extent of  
 Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).  
 This is also certified that this limit is free for specifically this work (Name of Work) and is  
 not mortgaged anywhere. This certificate is issued without any guarantee or responsibility  
 on the bank or any of the officers.

(Signature)

Of the bank Authority

Name of Bank &amp; Seal

## Note:-

1. Solvency Certificate issued only by a Nationalized bank, IDBI, ICICI, AXIS and HDFC Bank shall be Accepted.
2. In case of partnership Firm, certificate to include names of all partners as recorded with the Bank.
3. Solvency Certificates should be signed, Dated and stamped by an authorized signatory of the Bank, else they shall be summarily rejected.
4. Certificate issued more than 365 days prior to last date of bid submission shall not be accepted.

### 7.3 Bidder Information Form

a) [The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done of the letter head of the firm] Date: [insert date (as day, month and year) of Bid Submission] Tender No.: [insert number from Invitation for bids]

1. Bidder's Legal Name [insert Bidder's legal name ]
2. In case of JV, legal name of each party: [insert legal name of each party in JV]
3. Bidder's actual or intended Country of Registration: [insert actual or intended Country of Registration]
4. Bidder's Year of Registration: [insert Bidder's year of registration]
5. Bidder's Legal Address in Country of Registration: [insert Bidder's legal address in country of registration]
6. Bidder's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address]
7. Attached are copies of original documents of: [check the box(es) of the attached original documents] Articles of Incorporation or Registration of firm named in 1, above.

Signature and Seal of the

Service Provider /Bidder.....

Place:

Date:

**7.4 Technical Specification Compliance cum Deviation Statement Form**

Technical compliance against -----Tender No. \_\_\_\_\_

S.No.	Technical Specifications	Vendor quoted Specifications	In case of compliance, supporting printed technical literature mentioning page no. Column & line has to be highlighted	Deviations to Specifications, if any	Reasons for deviations	Special Remarks, if any
1	2	3	4	5	6	7

Signature and Seal of the

Service Provider/Bidder.....

Place :

Date :

**7.5 BID SECURITY FORM-**For EMD in shape of a BANK GUARANTEE

Whereas \_\_\_\_\_ (hereinafter called the "tenderer") has submitted their offer  
 Dated \_\_\_\_\_ for the supply of \_\_\_\_\_  
 (hereinafter called the "tenderer") Against the \_\_\_\_\_ purchaser's tender  
 enquiry  
 No. \_\_\_\_\_ KNOW ALL MEN by  
 These presents that WE \_\_\_\_\_  
 of \_\_\_\_\_ having our registered office at  
 \_\_\_\_\_ are bound unto ----- (hereinafter called the "Purchaser") In  
 the  
 sum of \_\_\_\_\_ For which payment will and truly to be  
 made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.  
 Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of  
 \_\_\_\_\_ 20\_\_\_\_\_.

## THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the Tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity
  - a) fails to furnish the Performance Security for the due Performance of the contract.
  - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
 (Signature of the authorized officer of the Bank)  
 Name and designation of the officer  
 Seal, name & address of the Bank / Branch

**7.6 Bid-Securing Declaration Form**

-----Tender/ Enquiry No. Date:

Bidder Quotation No. &amp;Date

To,  
-----  
-----  
-----  
-----

I/we, the undersigned, declare that:

I/we understand that, according to your conditions, bids must be supported by a Bid Securing Declaration. I/we accept that I/we may be disqualified from bidding for any contract with you for a period of one year from the date of notification if am / we are in a breach of any obligation under the bid conditions, because I /we:

(a) have withdrawn / modified / amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; (Minimum period of bid validity shall be 120 days)

OR

(b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity

(i) Fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security (if any given in Tender / Enquiry), in accordance with the Instructions to Bidders.

I/we understand this Bid Securing Declaration shall cease to be valid if I am / we are not the successful Bidder, upon the earlier of (I) the receipt of your notification of the name of the successful Bidder; or (II) thirty days after the expiration of the validity of my / our Bid.

Signed: (Insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of: (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (Where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

## 7.7 Format for Non-Disclosure Agreement

Between -----having its registered ----- through the ---- or any other officer  
**authorized on behalf of** ----- having its ----- And the bidder Named,  
 City.....

This Confidentiality and Non-Disclosure Agreement is entered into on the ..... Day of.....  
 Month in the Year .....

Between

-----having its registered office at ----- through the ---- or any other officer  
**authorized on behalf of** ----- having its office at at -----And

“Name of the bidder”, having their registered office at Company Address (Hereinafter referred to as “bidder's Name”, which expression shall whenever the context so requires or admits, mean and include their heirs/ successors, respective executors, administrators, legal representatives and/or permitted assigns) -----and “Bidder Name” are individually referred to as “Party” and jointly as “Parties” Whereas

(A) -----requires Scientific & Technical Services for Complete Supply, Fabrication, Erection, Installation & Successful Commissioning of In Situ Nallah Treatment by Bioremediation technology in -- Drains of -----which will treat the flowing sewage in the drain without changing the geometry of drain. Further the drain/nallah will be kept intact with respect to its location, shape and structure. Physical units like sedimentation, silt trap, screens are to be installed to remove the suspended solids. Biological units like anoxic chamber, Biomats, Phytotrap and Floraft are also to be installed. Solar based aeration is to be used to improve the DO in drain, helping in reduction of BOD and COD.

(Herein referred to as “Technology” for which the present agreement of Confidentiality and Non-disclosure is executed.)

(B) The Parties intend to provide each other with certain information pertaining to their operations and the Parties are in the process of discussing certain matters with a view to concluding a business agreement (“the potential agreement”), which discussions have required and will require the disclosure to one another of information of a proprietary, secret and confidential nature. Whether or not the Parties conclude the potential agreement will not affect the validity of this Agreement.

(C) The Parties wish to record the terms and conditions upon which they shall disclose the Confidential Information to each other, which terms and conditions shall constitute a binding and enforceable Agreement between the Parties and their agents.

NOW THEREFORE in consideration of the foregoing and the respective covenants and Agreements set forth in this Agreement, the sufficiency and adequacy of which is hereby acknowledged, and intending to legally bound hereby, the Parties agree as follows:

### 1. Disclosing and Receiving Parties

The Party disclosing the Confidential Information shall be known as the “Disclosing Party” and the Party receiving the Confidential Information shall be known as the “Receiving Party.”

### 2. The Confidential Information

“Confidential Information” shall, for the purpose of this Agreement include, without limitation, any technical, commercial, financial information, know-how, trade secrets, processes, machinery, designs, drawings, technical specifications, and data in whatever form,

disclosed to or assessed by the Receiving Party during the course of its relationship with the Disclosing Party.

### **3. Disclosure of Confidential Information**

3.1 The Disclosing Party shall disclose the Confidential Information to the Receiving Party only to the extent deemed necessary or desirable by the Disclosing Party in its discretion.

3.2 The Receiving Party acknowledges that the Confidential Information is a valuable, special and unique asset proprietary to the Disclosing Party.

3.3 The Receiving Party agrees that it will not, during or after the course of their relationship and/or the term of this Agreement as described in Clause 9, disclose the Confidential Information to any third Party for any reason or purpose whatsoever without the prior consent of -----for Transfer of Technology, save in accordance with the provisions of this Agreement. For avoidance of doubt, in this Agreement "Third Party" means any Party other than the Receiving and Disclosing Parties (their holding and subsidiary companies or agents who shall be deemed to be bound by the provisions of this Agreement).

3.4 The Receiving Party agrees not to utilize, exploit or in any other manner whatsoever use the Confidential Information disclosed pursuant to the provisions of this Agreement for any purpose whatsoever without the prior written consent of the other/the Disclosing Party.

### **4. Title**

All Confidential Information disclosed by the Disclosing Party to the Receiving Party is acknowledged by the Receiving Party:

4.1 To be proprietary to the Disclosing Party; and

4.2 Not to confer any rights on the Receiving Party of whatever nature in the Confidential Information.

### **5. Restrictions on disclosure and use of the Confidential Information**

The Receiving Party undertakes not to use the Confidential Information for any purpose other than:

5.1 That for which it is disclosed as specifically directed by the Disclosing Party; and

5.2 In accordance with the provisions of this Agreement.

### **6. Standard of Care**

Both Parties agree that they shall protect the Confidential Information disclosed pursuant to the provisions of this Agreement using the same standard of care that each Party applies to safeguard its own proprietary, secret or Confidential Information and that the Confidential Information shall be stored and handled in such a way as to prevent any unauthorised disclosure thereof.

### **7. Return of material containing or pertaining to the Confidential Information**

7.1 Either Party may, at any time, request the other to return any material and/or data in whatever form containing, pertaining to or relating to Confidential Information disclosed pursuant to the terms of this Agreement and may, in addition request the other to furnish a written statement to the effect that, upon such return, the Receiving Party has not retained in its possession, or under its control, either directly or indirectly, any such material and/or data.

7.2 As an alternative to the return of the material and/or contemplated in Clause 7.1 above, the Receiving Party shall, at the instance of the Disclosing Party, destroy such material and/or and furnish the Disclosing Party with a written statement to the effect that all such material has been destroyed.

7.3 The Receiving Party shall comply with any request by the Disclosing Party in terms of this clause, within 7 (seven) days of receipt of any such request.

### **8. Excluded Confidential Information**

The obligations of the Receiving Party pursuant to the provisions of this Agreement shall not apply to any Confidential Information that:

- 81 Is known to, or in the possession of the Receiving Party prior to disclosure thereof by the Disclosing Party.
- 82 Is or has become publicly known, otherwise than as a result of a breach of this Agreement by the Receiving Party.
- 83 Is developed independently of the Disclosing Party by the Receiving Party in circumstances that do not amount to a breach of the provisions of this Agreement.
- 84 Is disclosed by the Receiving Party to satisfy an order of a court of competent jurisdiction or to comply with the provisions of any law or regulation in force from time to time; provided that in these circumstances, the Receiving Party shall advise the Disclosing Party to take whatever steps it deems necessary to protect its interests in this regard and provided further that the Receiving Party will disclose only that portion of the Confidential Information which it is legally required to disclose and the Receiving Party will use its reasonable endeavors to protect the confidentiality of such Confidential Information to the greatest extent possible in the circumstances
- 85 Is received from a Third Party in circumstances that do not result in a breach of the provisions of this Agreement.

### **9. Term of Agreement**

91 This Agreement shall be effective on and from the date of signature of the last signing Party and shall be effective for a period of .months (the“Term”). Mutat is mutandis.

92 In the event that the Parties extend the “Term” by mutual and written agreement, then the provisions of this Agreement shall endure for a further period of ....months

### **10. Breach**

In the event that the Receiving Party should breach the provisions of this Agreement and fail to remedy such breach within seven (7) days from date of a written notice to do so, then the Disclosing Party shall be entitled to invoke all remedies available to it in law including, but not limited to, the institution of urgent interim proceedings and/ or an action for damages.

### **11. Enforcement**

The failure by the Disclosing Party to enforce or to require the performance at any time of any of the provisions of this Agreement shall not be construed to be a waiver of such provision, and shall not affect either the validity of this Agreement or any part thereof or the right of the Disclosing Party to enforce the provisions of this Agreement.

### **12. Headings**

The headings of the clauses of this Agreement are used for convenience only and shall not effect the meaning or construction of the contents of this Agreement.

### **13. Representations and Warranties**

Each Party represents that it has authority to enter into this Agreement and to do all things necessary to procure the fulfillment of its obligations in terms of this Agreement.

### **14. Entire Agreement**

This Agreement contains the entire Agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior Agreements between the Parties, whether written or oral, with respect to the subject matter of this Agreement.

### **15. Assignment**

This Agreement shall not be assigned by the company to any person, save and except with the prior consent of -----in writing, and that the -----shall be entitled to decline consent without assigning any reason.

**16. Dispute Resolution**

In event of any dispute or difference between the Parties hereto, such disputes and differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then, the unresolved dispute and difference shall be referred to arbitration of the Sole Arbitrator to be appointed by the -----to the dispute, the decision of sole arbitrator shall be final and binding on both parties. The venue of arbitration shall be at Lucknow, India and the arbitration proceedings shall take place under the Indian Arbitration Act, 1996.

**17. Governing law**

This Agreement and the relationship of the Parties in connection with the subject matter of this Agreement and each other shall be governed and determined in accordance with the laws of the Republic of India.

**18. Force Majeure**

Neither Party shall be responsible or liable to the other Party for any failure to perform any of its covenant or obligations hereunder if such failure results from Force Majeure, i.e., unforeseeable events or circumstances, any acts of God and beyond the reasonable control of such Party. The Party failing to perform as a result of an event of Force Majeure shall no later than Fifteen (15) days from the occurrence of Force Majeure notify in writing to the other Party of such event of Force Majeure and shall take all action that is reasonably possible to remove such event of Force Majeure.

**19. Postal addresses**

19.1 Any written notice in connection with this Agreement shall be addressed:

19.1.1 In the case of -----, India 19.1.2 In the case of The Bidder's Address: Company Address.....

19.2 A Party may change that Party's address, provided it gives a 30 (thirty) days prior notice in writing to the other Party.

19.3 If any notice is to be sent by mail, it shall be sent by prepaid registered mail and shall then be deemed until and unless the contrary is proved, to have been received 20 (twenty) days after the date of posting.

19.4 If any notice is sent by telefax, it will be deemed, until and unless the contrary is proved, to have been received on the date recorded on the transmission slip.

19.5 If any notice is delivered by hand, it will be deemed to have been received on proof of the date of delivery.

**20. Severability**

In the event of any one or more of the provisions of this Agreement being held for any reason to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not a part of this Agreement, and the Agreement shall be carried out as nearly as possible in accordance with its original terms and intent.

**21. Amendments**

No amendment/ modification/ alternation of any of the terms of this Agreement shall be valid till it is reduced to writing and duly signed by the Parties. Any amendment shall be subject to final approval by the -----

IN WITNESS HEREOF, the parties have set their hands to it on the ..... Day, .....  
Month and  
Year.....

Signed For and on behalf of -----

For and on behalf of "Bidder's

Name"

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_  
Designati \_\_\_\_\_  
on \_\_\_\_\_

Name \_\_\_\_\_  
Designati \_\_\_\_\_  
on \_\_\_\_\_

Seal 1

Seal 2

Witness : (Name and Address)

Witness : (Name and Address)

**7.8 PERFORMANCE SECURITY FORM**  
**MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To,  
 The Governor of Uttar Pradesh

WHEREAS (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no.....dated..... to supply (description of goods and services) (here in after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of ..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification

This guarantee shall be valid until the ..... day of ....., 20....

(Signature of the authorized officer of the Bank)

Name and designation of the officer  
 Seal, name & address of the Bank / Branch

## 7.9 RTGS/ECS FORMAT

-----  
 -----  
 -----  
 -----

Dear Sir,

Sub: E-Payments vide RTGS/ECS in P.F.M.S Account.

I/We request and authorize you to effect E-payment vide P.F.M.S account as per the details given below:

Title of Account of the Bank :

Account type :

Bank Account Number :

Name & address of Bank :

Bank contact person's names :

Bank Tele Number with STD code :

Bank Branch MICR Code :

Bank Branch RTGS/IFSC  
code :

Bank Branch NEFT/IFSC  
code :

(If applicable)

Email address of Firm :

Name of the authorized  
signatory :

Contact Person's name &  
Mobile/ :

Telephone nos. of Firm

I/We confirm that I/we will accept the credit of RTGS/ECS amounts in our account.

Thanking you,

For

We confirm that we are able for receiving RTGS/ECS credits and we further confirm that the account number of \_\_\_\_\_, the signature of the authorized signatory and the MICR and IFSC Codes of our branch mentioned above are correct.

Bank's Verification (Manager's/

Officers signature under Bank Stamp)

**7.10 No Relation Certificate**

(To be typed on Company's Letter Head)

I/we, the undersigned hereby declare that neither me/us nor any of my/our relative/employee /management members/Directors is/are directly or indirectly involved in -----in its work or functionalities in any manner whatsoever.

Signature and Seal of the

Service Provider /Bidder.....

Place:

Date:

TENDER FORM FOR: "Procurements of Scientific & Technical Services for Complete Supply, Fabrication, Erection, Installation & Successful Commissioning of In Situ Nallah Treatment by Bioremediation technology in --- Drains of ----- having total discharge of ----- MLD."

To,

.....  
.....  
.....  
.....  
.....

Dear Sir,

1. In respect to the tender dated \_\_\_\_\_ I/We herewith submit herewith tender form for the Procurements of Scientific & Technical Services for Complete Supply, Fabrication, Erection, Installation & Successful Commissioning of In Situ Nallah Treatment by Bioremediation technology in ..... Drains of ..... having total discharge of ..... MLD.
2. I/We have thoroughly examined and understood terms and conditions of the tender mentioned and I/we agree to abide by them in full. **I/we have visited the proposed site and fully studied, analyzed and completely understood its location, topography and all the relevant factors having direct or indirect bearing on the scope of work to be carried out and the quote is offered keeping in view the same.**
3. I/We offer to undertake Procurements of Scientific & Technical Services for In Situ Nallah Treatment by Bioremediation Technology of ----- in ..... Drains of ..... having total discharge of ..... MLD. It is agreed that no additional charges other than those mentioned in Commercial Bid would be payable to me/us.
4. I/We accept that the rate offered shall remain valid for a period of 120 days from the date of opening of tender. I/We further agreed that if the date up to which the offer will remain opened be declared as holiday for office then offer will remain open for acceptance till next working day.
5. I/We shall be bound by communication of acceptance of the offer dispatch within prescribed time.
6. I/We accept that the rights to accept or reject whole or part of the tender without assigning any reason is reserved with the, -----The decision of the, -----will be final and shall be binding on me/us.
7. I/We hereby declare that all the Terms & Conditions made in this Tender form towards Procurements of Scientific & Technical Services as per Tender Documents. It is agreed that no additional charges other than those mentioned in Commercial Bid would be payable to me/us are binding on me/us. I/We shall be bound by the act to my/our authorized representative Shri. \_\_\_\_\_ whose signature is appended here to in the place specified for the purpose and of any other person who in future may be appointed by me/us in his place to carry all the business of this concern/agency/firm.

(The Intimation of the change will be informed to the -----The following documents duly filled in and signed are enclosed along with the tender. The photocopy of the Tender Document containing Technical Specification of the required specialized services & terms and conditions is retained by me/us for my/our information and record.

8. No Relation Declaration Certificate in the annexed tendered format.
9. Non Disclosure Agreement in the prescribed format on Rs. 100/- Non-judicial stamp paper duly signed and stamped by the bidder

*Yours Faithfully*

Place:

Date:

Signature of the Supplier

Capacity in which signing \_\_\_\_\_

Name and Address of the firm/supplier/Bidder \_\_\_\_\_

Encl: List of documents (Check List)

- 1) Tender Form
- 2) GST Registration Certificate/Income Tax Return Certificate.
- 3) Copy of the Company Profile.
- 4) Purchase / Work Order copy of similar type of job
- 5) Technical Specifications Compliance Cum-Deviation Statement Form B
- 6) Documents establishing S&T Service Providers' eligibility and conformity to bidding documents as mentioned in Annexure I -II.
- 7) Documents establishing S&T Service Providers' eligibility and conformity to bidding documents as mentioned in Annexure I -II.
- 8) Price Bid / Financial Bid (Price Schedule Form)
- 9) No Relation Declaration Certificate in the annexed tendered format
- 10) Earnest Money Deposit (EMD)/Bid Security of Rs. ---/- or Form C-2(Bid-Securing Declaration Form) annexed to this document.

Signature of the Authorized Representative

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**Annexure – I (Scope of Work)**

- I. Precise statement of Objectives/Scope of Work: Procurements of Scientific & Technical Services for Complete Supply, Fabrication, Erection, Installation & Successful Commissioning of In Situ Nallah Treatment by Bioremediation technology (bacteria or enzyme intervention) in ..... Drains of ..... having total discharge of ..... MLD.

S. No.	Category	Description	No. of drains	Discharge (MLD)
1	Type A	Greater than 0.2 MLD to less than/equal to 1 MLD		
2	Type B	Greater than 1.0 MLD to less than/equal to 10 MLD		
<b>Total</b>				

- II. Outline of the tasks to be carried out as per the following:

The scope of work and details of the services to be provided by the Bidder which broadly includes, but is not limited to, the followings are given below:-

S. No.	Work Description	Tentative number
1	Supply of bacteria or other materials required as per technology with all T&P for Biological or other treatment of drains including supply and installation of V-notch & regular measurement of discharge but exclude sample testing.	As per package
2	Preparation of dozing or input material and its application at drains located at different places during treatment period.	As per package
3	Construction of Bund at sections of drains for ponding and fixing of screens and its maintenance for treatment period.	job
4	Spreading of odour control remedies at selected locations	job
5	Sludge removal & its safe disposal at specified locations within the municipal area up to maximum distance of 5 Km.	job
6	Solids/Floating material removal & its safe disposal at specified locations within the municipal area up to maximum distance of 5.0 Km.	job
7.	Weekly collection of composite sample and its testing for BOD, COD, TSS, DO, Ph as per norms of CPCB.	job

## Performance and Optimization of in-situ nallah treatment: -

Sr. No.	Parameters	Out flow reduction/ Values(at the end of trial period)	Out flow reduction/ Values(beyond trial period)
1	BOD <sub>3,27</sub> (Biochemical Oxygen Demand)	≤30.0 mg/l Or 40% reduction in BOD load value from the initial reading( whichever is lower)	≤30.0 mg/l Or 70% reduction in BOD load value from the initial reading( whichever is lower)
2	COD(Chemical Oxygen Demand)	≤150.0 mg/l Or 40% reduction in COD load value from the initial reading( whichever is lower)	≤150.0 mg/l Or 70% reduction in COD load value from the initial reading( whichever is lower)
3	TSS(Total Suspended Solids)	≤100.0 mg/l Or 40% reduction in TSS load value from the initial reading ( whichever is lower)	≤100.0 mg/l Or 70% reduction in TSS load value from the initial reading ( whichever is lower)
4	PH	6.5-9	6.5-9

**Important Note:** Prospective Bidder should visit the proposed site before submitting the offer and completely apprise, analyze and ascertain itself of the Location, Topography etc. and all the relevant factors having direct or indirect bearing on the Scope of Work/ S&T services to be carried out before the submission of offer. No queries regarding the same shall be entertained at the later stage

**III. Eligibility/quality requirement/qualifying criteria to be met by S&T Service Provider / Consultant. (e.g. Experience and Technical Capacity):-**

- Registered company having GST & PAN Registration.
- The firm should have carried out / completed work for sewage treatment / waste water management/ Nallah Treatment through biological/ wetland/ physicochemical method setc.
- The firm should possess license / tie up / collaboration with institutes like IITs / NITs / Govt Funded Universities / Govt undertakings and/or CSIR for technologies in the field of wastewater/ sewage / Nallah treatment systems.
- Preference will be given to the work experience in in-situ treatment if sufficient numbers of qualified bidders are available in course of bidding.

**IV. Schedule for completion of tasks as per the schedule of requirement:-**

- Visit of nallah and assessment of nallah stretch (before Pre Bid Conference & submission of Bid).
- Topographical survey of nallah and cleaning. (At the time of visit of site).
- Installation and fabrication of in-situ nallah treatment units as per the requirements of -----  
-- (within 7 days from the date of acceptance of award letter).
- Commissioning of in-situ nallah treatment (within 150 days from the date of acceptance of awardletter). The time can be extended upto 30 June 2020.
- Optimizing of the treatment unit if needed as per the requirements of -----, 30 days from the date of commissioning.

**V. The support or inputs to be provided by -----to facilitate the consultancy / specialized S&T Services:-**

- -----will coordinate the survey and supervision.
- -----will provide the design & drawing of the treatment chain if necessary.
- -----will provide permission to install and fabricate in-situ nallah treatment.
- -----will evaluate the performance and testing of the plant.

**VI. The final output that will be required from the successful bidder / service provider for-**

- Supply, Fabrication, Erection, Installation & Commissioning of in-situ nallah treatment technology as per scope of work of this tender documents.
- Performance and Optimization of the technology as per --- requirement.

**VII. Estimated duration required for completion of the work and submission of reports / results-**

Within 150 days from the date of acceptance of the S&T services work order.

**VIII. Bidder should have P.F.M.S account, the details of P.F.M.S. account shall be given by bidder through RTGS/ECS form.(Form-F)**

## Annexure-II

### Essential Terms & Conditions for outsourcing of Scientific & Technical Services

1. This outsourcing of S&T service provided to -----by the S&T Service Provider Agency / Consultant shall not be on partnership or shall not be contracted as any partnership for any R&D activities / event of -----The beneficiary of the report and its result generated / paper published out of these S&T service shall be -----only.
2. The benefit -----
3. Relevant law prevailing in India for S&T services shall be applicable and irrevocable on the S&T Service Provider Agency /Consultant.
4. S&T Service Provider shall be wholly responsible for any loss / damage of equipment or instruments provided by -----for monitoring and shall be recovered from Service Provider. Moreover S&T Service Provider shall also be responsible for field unit / collection of samples from the field and report must be submitted within stipulated time frame.
5. S&T Service Provider Agency / Consultant should furnish an understanding that the ordered S&T services shall be provided / completed within stipulated period from the date of receipt of S&Torder.
6. S&T Service Provider Agency / Consultant shall use optimum endeavors to carry out services with reasonable risk, responsibility, skill, and care. Any injury, risk, loss, damage to the persons engaged by the service providers shall be responsibility of the service provider only.
7. S&T Service Provider Agency / Consultant shall be held responsible for delay in field survey and data as well as submission of ordered report / results to -----
8. Report / Data/ results should be provided to -----in hard copy as well as in accessible electronic medium duly authenticated.
9. S&T Service Provider Agency / Consultant should not infringe or breach any law prevailing in India and shall be liable for fraud or illegal activities if found in disclosing or publishing analysis, result/ or data to other sources.
10. Intellectual Property Rights for sample survey or report generation / submission / publication shall of -----only.
11. S&T Service Provider Agency / Consultant shall not ask in any case for escalation or increase in the rates quoted during contract period. No extra amount other than quoted in the price bid shall be paid by -----to S & T Service Provider.
12. S&T Service Provider Agency / Consultant should keep all samples, analysis, data and report confidential and should not disclose to any third / outside party.
13. Payment shall be made after completion of work as mentioned in the Schedule of Payments of the tender after due certification by -----Engineer of the invoice raised.
14. For Non-completion of work within given time by the -----, an extension of the delivery period will be granted upon written request from Service Provider. However subject to imposition of penalty clause. -----shall not make any payment for the additional period required for completion of task.

15. IT/TDS will be deducted as per applicable rates.
16. The Service Provider must have GST Registration.
17. This contract shall be terminated at any time without assigning any reason by giving one month notice.

## Annexure – III (Schedule of Payment)

1. Initial 30 days is free trial period, the agency shall be given work order for 11 months post free trial period only in case the efficacy of treatment is fulfilled as per the standards given below:-

Sr. No.	Parameters	Out flow reduction/ Values(at the end of trial period)	Out flow reduction/ Values(beyond trial period)
1	BOD <sub>3,27</sub> (Biochemical Oxygen Demand)	≤30.0 mg/l Or 40% reduction in BOD load value from the initial reading( whichever is lower)	≤30.0 mg/l Or 70% reduction in BOD load value from the initial reading( whichever is lower)
2	COD(Chemical Oxygen Demand)	≤150.0 mg/l Or 40% reduction in COD load value from the initial reading( whichever is lower)	≤150.0 mg/l Or 70% reduction in COD load value from the initial reading( whichever is lower)
3	TSS(Total Suspended Solids)	≤100.0 mg/l Or 40% reduction in TSS load value from the initial reading ( whichever is lower)	≤100.0 mg/l Or 70% reduction in TSS load value from the initial reading ( whichever is lower)
4	PH	6.5-9	6.5-9

2. During the 11 months i.e. beyond free trial period, if any of the above parameters is beyond the limits mentioned in the table (as per column 4), the agency shall not be liable for any payment during the period of noncompliance of the standards.

**Annexure - IV**

**INFORMATION ON BID CAPACITY  
 DETAILS OF WORKS WHICH ARE IN PROGRESS/AWARDED  
 AS ON THE DATE OF SUBMITTING THIS APPLICATION**

S.No	Name of Work/Place and State	Brief Scope of Work	Contract No. and Date	Name and address of employer	Value of Contract (Rs. In lacs)	Stipulated date of start and completion	Value of works remaining to be completed (Rs. In lacs)	Upto date physical Progress in %age	Anticipated date of completion

Certified that all the works (with any organisation and all categories/types) which have either been awarded to us or are in progress on the date of bid submission have been included in the details given above and no work has been left out.

**Signature & seal of  
Bidder**

<b>Checklist of works to be filled by Bidder</b>			
<b>Name of Work - .....</b>			
<b>Estimated Cost - Rs. .... lacs</b>			
<b>Name of the Firm -</b>			
<b>S.No</b>	<b>Description</b>	<b>Details to be filled by the Firm</b>	<b>Documents details on Page No.</b>
<b>TECHNICAL CAPABILITY</b>			
<b>1</b>	<b>Work Experience</b> of having successfully completed similar works as mentioned below during the last ten years ending on the tender date:-		
<b>1A</b>	One similar works capacity of each not less than the volume equal to 60% of .... MLD i.e. .... MLD	(a) MLD	
<b>1B</b>	Two similar works capacity of each not less than the volume equal to 40% of .... MLD i.e. .... MLD each.	(a) MLD + (b) MLD	
<b>1C</b>	Three similar works capacity of each not less than the volume equal to 30% of .... MLD i.e. .... MLD each.	(a) MLD + (b) MLD + (c) MLD	
<b>FINANCIAL CAPABILITY</b>			
<b>2</b>	<b>Financial Experience</b> of having successfully completed works as mentioned below during the last ten years ending on the tender date:-		
<b>2A</b>	One similar works capacity of each not less than the amount equal to 60% of the tender cost (Rs. ....) i.e. not less than Rs. .... lacs.	(a) Rs.	
<b>2B</b>	Two similar works capacity of each not less than the amount equal to 40% of the tender cost (Rs. ....lacs) i.e. not less than Rs. .... lacs each.	(a) Rs. + (b) Rs.	
<b>2C</b>	Three similar works capacity of each not less than the amount equal to 30% of the tender cost (Rs. .... lacs) i.e. not less than Rs. .... lacs each.	(a) Rs. + (b) Rs. + (c) Rs.	

S.No	Description	Details to be filled by the Firm	Documents details on Page No.
3	The bidder should have average annual financial turnover not less than 30% of the estimated cost of tender (not less than 50 lacs for the last two years), during the immediate last three years consecutive financial year. (30% of tender cost i.e. Rs. .... Lacs)		
a	2018/19	Rs	
b	2017/18	Rs	
c	2016/17	Rs	
4	The Bidder should have a positive net worth on the date of bidding.		
5	The solvency amount of the bidder should be equal to 40% or more of the estimated cost of the work i.e Rs..... Lacs.	Rs.	
6	Tender Fee (Document fee) shall be in favor of "....." in form of Demand Draft. (Give Bank details and amount)		
7	EMD shall be in form of FDR or Bank Guarantee in favour of "....." valid up to 180 days, shall be issued by any scheduled commercial bank bank. (Give bank details and amount)		

S.No	Description	Details to be filled by the Firm	Documents details on Page No.
<b>8</b>	<b>Financial capability condition In case of a consortium</b>		
<b>8A</b>	Turnover criteria to be met by Consortium by adding their turnovers.		
<b>8B</b>	Number of members in a Consortium should be limited to 4 (four) with the lead partner having equity more than 51% (Give name and address)		
<b>10</b>	Authority Letter of the works carried out by Bio-remediation Technique by the patent holder in favour of Tenderer/Bidder firm/ consortium.	Issued From -  Valid upto -	

**Note: 1. Please fill in the details on the given table with appropriate documents and certify the table also.**

**2. Similar Works Means - Bioremediation treatment of flowing waste water in open drains/rivers.**

**CERTIFIED BY THE FIRM/CONSORTIUM**

**(NAME AND SEAL WITH DATE)**