

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL  
Principal Bench, New Delhi

158

Original Application No. 612/2022

Subhender

Applicant

Versus

State of Haryana

Respondent

Index

Sr. No.	Particulars	Page No.
1.	Reply in the matter of Original Application No. 612/2022: Subhender Applicant Versus State of Haryana Respondent, in compliance of Hon'ble National Green Tribunal Order dated 21.04.2023	1-4
2	Annexure-A	5
3	Annexure-B	6
4	Annexure-C	7-9
5	Annexure-D	10
6	Annexure-E	11
7	Annexure-F	12-22
8	Annexure-G	23-28
9	Annexure-H	29

Chief Engineer/PTPS  
HPGCL, Panipat

Dated: 29/07/2023  
Place: PANIPAT



# PANIPAT THERMAL POWER STATION, PANIPAT

(Regd. Office – C-7, Urja Bhawan, Sector-6, Panchkula)

Corporate Identity Number: U45207HR1997SGC033517

Web: www.hngcl.org.in

e-mail-cc.ptps@hpgcl.org.in

159

No. 805 / CMDP-II / PTPS Dated: 29/07/2023

To

The Registrar  
National Green Tribunal  
New Delhi.

Subject: Reply in the matter of Original Application No. 612/2022: Subhender Applicant Versus State of Haryana Respondent, in compliance of Hon'ble National Green Tribunal Order dated 21.04.2023

Ref: Hon'ble NGT order dated 21.04.2023

A) Recommendations made in the report of the Joint Committee at Page no. 17:

Sr. No.	Recommendations/observations of the Joint Committee	Remarks
1	It is pertinent to mention that same matter has already been undertaken before the Hon'ble NGT New Delhi in OA No. 581 /2019; Residents of Gram Panchayat Jatal, District Panipat Applicant Versus State of Haryana Respondent, is related to pollution caused in the nearby villages, during management of fly ash by Panipat Thermal Power Plant and a Joint Committee of CPCB and HSPCB is assessing the damage caused to the Environment and Public Health in the area. Joint committee in OA no. 581/2019 is conducting the detailed monitoring to collect the extensive data required for quantification of the affected area and the quantitative damage caused to the environment and Public health by involving subject experts, so as to prepare the remediation plan. ( Page No. 17 of the Joint Committee report)	The Joint Committee is already carrying out the assessment.
2	PTPS shall provide tyre washing facility of the ash carrying earth movers/ vehicles before reaching on the Panipat Assandh Road, city roads and other village road so that ash shall not come on the road and to avoid dust re-suspension. ( Page No. 17 of the Joint Committee report)	Tyre Washing Facility has been installed. (Pictures have been attached for ready reference as <b>Annexure-A</b> )
3	PTPS shall make an extensive water sprinkling plan in the ash dykes area and also along the transportation path within the Ash dykes area to prevent the maximum possible ash emissions and submit the copy of the same to CPCB and HSPCB. ( Page No. 17 of the Joint Committee report)	Sprinklers have been installed all along the transportation path and inside the dyke area. (Pictures have been attached for ready reference as <b>Annexure-B</b> )
4	PTPS shall install Online Cameras on all the exits of Ash dykes so that continuous surveillance of the Ash carrying vehicles can be done and any uncovered vehicle shall not ply on the roads. (Page No. 17 of the Joint Committee report)	Stand-alone cameras are already installed at all the exits. However, feasibility of installing Online cameras is being explored keeping in view the remote location of the ash dykes.
5	PTPS shall comply with the action plan submitted for lifting of the entire ash from the dykes and also submit fortnightly report to HSPCB regarding the lifting of the ash as per action plan. ( Page No. 17 of the Joint Committee report)	Fortnightly report is being sent to HSPCB on regular basis through emails.

B) Action Plan for disposal of pond ash stored in the ash dykes (Page no. 12 of Report of the Joint Committee) :

1. The present quantity of the Ash stored in the ash dykes of the PTPS is as under :

Sr. No.	Ash Dyke	Quantity of Ash stored on 30.06.2023 ( in Lakh MT)
1	Ash Dyke-A	96
2	Ash Dyke- B	22
3	Ash Dyke- C	5
	Total	123

2. The details of MOUs signed with M/s Shree Cement and NHAI for lifting of the ash are as below :

Sr. No.	Name of the Project	Quantity Allocated ( in Lakh MT)	Quantity Lifted till 30.06.2023 ( in Lakh MT)	Quantity to be Lifted ( in Lakh MT)
1	Shree Cement	183.5	4.41	180.38
2	DAK Pkg-1	66	21.89	44.11
3	DAK Pkg-2	38.5	9.56	28.94
4	DAK Pkg-3	55	4.45	50.55
5	DAK Pkg-4	66	32.74	33.26
6	Gohana Sonapat Road	26.84	18.16	8.68
7.	Barwasni Road	19.8	3.02	16.78
8	NH-44 widening	26.4	0	26.4
	Total	482.04	94.23	387.81

3. Presently, 10000-20000 MT per day of ash is being lifted from the ash dykes by above mentioned projects proponents since Aug 2022. From the above data it is submitted that the entire pond ash stored in the ash dykes will be utilized completely within 3 years (tentatively) because the **demand of the ash is about 388 Lakh MT against the available quantity of 123 Lakh MT in ash dykes.**

C) Compliance status of the conditions of Consent to Operate and Environmental Clearance (Page no. 14 of Report of the Joint Committee) :

Observation of Joint Committee:

PTPS is not complying with the direction no. 42 dated 17.09.2021 of Commission for Air Quality Management in National Capital Region and adjoining areas, regarding the co-firing of biomass based Pellets, Torrefied Pellets/Briquettes (with focus on paddy straw) with Coal (up to 5-10%) in the power plants through a continuous and uninterrupted supply chain and to take all necessary steps to ensure that co-firing of biomass pellets in Thermal Power Plants begins without any delay.

Reply of PTPS:

In view of revised Biomass Policy dated 08.10.2021 and Model Contract dated 02.03.2022 issued by Ministry of Power, fresh tender was floated on 29.03.2022 for procurement of 19.3 Lakh MT Torrefied Biomass Pellets for co-firing in HPGCL Thermal Power Plants for a period of seven (7) years. The work has been awarded to M/s Beyond Drilling and Exploration Private Limited, Faridabad. Accordingly, Purchase order has been issued to the firm on 10.05.2023 (Copy of the Purchase

Order has been attached as **Annexure-C**). As per provisions of the tender, the Firm shall start delivery of material within 270 days from the date of issuance of Lol/ Purchase Order. Out of total quantity i.e. 19.3 L MT, **PTPS will utilize around 5 L MT of biomass at a total cost of Rs 476. 38 Cores (inclusive of GST) during next 7 years.**

D) Measures adopted to control fly ash (Page no. 17 of Report of the Joint Committee) :

- i) The lifting of pond ash has been stopped during day time hours (from 07 AM to 07 PM) w.e.f 13.06.2023. The timings have been restricted further (from 07 AM to 09 PM) w.e.f 29.07.2023 in pursuance of the orders issued by Deputy Commissioner Panipat during District Road Safety Committee meeting held on 07.07.2023. A copy of the letter in this regard has been attached as **Annexure-D**.
- ii) The approach roads (non-metallic) to ash dykes of PTPS have been laid with mill reject to mitigate the dust re-suspension due to vehicular movements. (Pictures attached as **Annexure-E**).
- iii) Strict instructions have been issued to the pond ash lifters (National Highway Authority of India and M/s Shree Cement Limited) for following all the environmental norms while lifting pond ash from the ash dykes of PTPS. A copy of the correspondences done by PTPS with all the pond ash lifters is attached as **Annexure-F**. As per the MoUs (Memorandum of Understanding) signed by PTPS with the pond ash lifters, they are primarily responsible for following all the environmental norms. A copy of one of the MoUs has been attached as **Annexure-G**. This has been reiterated by MoEF&CC (Ministry of Environment, Forest & Climate Change) in its notification dated 31.12.2021 also.
- iv) PTPS is going to **develop a tree line** on the ash bunds of the ash dyke towards village Jattal and Village Sutana. Matter is being actively taken up with the Forest Department for providing the saplings.
- v) The vehicles carrying pond ash are being **properly covered with tarpaulin covers** to avoid any spillage. The vehicles which are found violating the environmental norms are being banned for lifting pond ash from the ash dykes of PTPS.
- vi) **Regular water sprinkling** is being done on the Panipat-Jind Road, approach roads of ash dyke (non-metallic) and inside the dyke area as well.

E) Action plan for taking up remedial measures (as per Para no. 7 & 8 of Hon'ble NGT order dated 21.04.2023) :

As per the directions of Hon'ble NGT, Respondent No. 4 (PTPS) has sought assistance of experts from IIT Roorkee. PTPS has placed work order (copy placed as **Annexure-I**) for preliminary site visit of the experts for understanding the background and site conditions before submitting the detailed remedial action plan. **Dr. V. Bhanu Prakash (Associate Professor, Department of Civil Engineering, IIT Roorkee) and Mr. Jatinder Singh Kamyotra (Ex-Member Secretary, CPCB) visited PTPS on 12.07.2023 & 13.07.2023. The Preliminary site visit report of the experts is awaited.** The experts visited the sampling locations from where samples of air and ground water were collected. They have asked for more details related to sampling procedures followed by Shriram Institute of Industrial Research for in-depth analysis of the sampling results especially non-conformities/deviations and for suggesting remedial measures.

  
Chief Engineer/PTPS  
HPGCL, Panipat





**HARYANA POWER GENERATION CORPORATION LIMITED**

Regd. Office – C-7, Urja Bhawan, Sector-6, Panchkula

Corporate Identity Number: U45207HR1997SGC033517

Website: [www.hpgcl.org.in](http://www.hpgcl.org.in) E-mail - [ceplg@hpgcl.org.in](mailto:ceplg@hpgcl.org.in)

Purchase Order No. 44/CE/PLG/GENL-30

Dated: 10.05.2023

From

Chief Engineer/Planning,  
HPGCL, Panchkula

To

M/s Beyond Drilling and Exploration Private Limited,  
3A/89, Ground Floor, NIT, Faridabad (Haryana) – 121001Memo No: **236** /Ch-519/CE/PLG/Biomass Pellets-343/Vol-II  
Dated: 10.05.2023

**Subject:-** Purchase Order for supply and delivery of 19.3 Lakh MT (to be delivered in 7 years) agro residue based Torrefied Bio-mass Pellets to HPGCL at its Thermal Power Plants located at PTPS Panipat, DCRTTP Yamuna Nagar and RGTPP Khedar Hisar on Annual Contract Rate.

**Reference:-** Please refer to following references on the subject cited above:-

- HPGCL e-NIT No. 27/CE/PLG/Biomass Pellets-343 (Tender ID: 2022\_HBC\_214769\_1) dated 29.03.2022.
- Various Amendments/ Clarifications issued by HPGCL to the bidding documents.
- Bid dated 09.07.2022 submitted by M/s Beyond Drilling and Exploration Private Limited, Faridabad.
- Undertaking submitted by M/s Beyond Drilling and Exploration Private Limited, Faridabad vide letter dated 16.08.2022 to SPC (Planning).
- M/s Beyond Drilling and Exploration Private Limited, Faridabad letter dated 31.03.2023 submitted to State Level High Powered Purchase Committee (HPPC).
- Letter of Intent (LoI) issued by HPGCL to M/s Beyond Drilling and Exploration Private Limited, Faridabad vide memo no. 165/Ch-443/CE/PLG/Biomass Pellets-343/Vol-II dated 07.04.2023.
- Acceptance of LoI vide email dated 13.04.2023 submitted by M/s Beyond Drilling and Exploration Private Limited, Faridabad.

Haryana Power Generation Corporation Limited is pleased to place the Purchase Order (PO) for supply and delivery of 19.3 Lakh MT (to be delivered in 7 years) agro residue based Torrefied Bio-mass Pellets to HPGCL at its Thermal Power Plants located at PTPS Panipat, DCRTTP Yamuna Nagar & RGTPP Khedar Hisar on Annual Contract Rate. The rates of Torrefied Biomass pellets with GCV are as under:

Sr. No.	Description of Material	Name of Plant	Total Qty. for 7 Years (MT)	GCV (Kcal/Kg)	Rate excluding GST (Rs./MT)	Rate including GST@5% (Rs./MT)	Total amount excluding GST (In Rs.)	Total amount including GST@5% (In Rs.)
1.	Torrefied Biomass pellets (minimum 50% raw material as Stubble / Straw/ Crop Residue of Rice Paddy) [as per scope of work]	PTPS, Panipat	4,99,667	4000	9080	9534	453,69,76,360	476,38,25,178
2.		DCRTTP, Yamuna Nagar	6,66,547	4000			605,22,46,760	635,48,59,098
3.		RGTPP, Hisar	7,62,930	4000			692,74,04,400	727,37,74,620
<b>Grand Total</b>							<b>1751,66,27,520</b>	<b>1839,24,58,896</b>
<b>Rs. Eighteen Hundred Thirty Nine Crores Twenty Four Lakhs Fifty Eight Thousand Eight Hundred Ninety Six Only including GST@5%.</b>								
<b>NOTE:</b> At present GST @5% is being levied on biomass pellets, however, it shall be paid as per actual on the basis of Gov/State Govt. notifications issued from time to time during the period of the contract.								

B. Terms & conditions

Price	Prices are FOR PTPS Panipat, DCRTTP Yamuna Nagar & RGTPP Khedar Hisar projects. Prices are subject to escalation/adjustment for the supplies as per scope of work.
P & F	Inclusive
GST	Inclusive (At present @5%). However, it shall be paid as per actual on the basis of Govt. notifications issued from time to time during the period of the contract.
Transit Insurance	Inclusive
Freight	Inclusive
Payment terms	Payment to the supplier shall be made fortnightly through RTGS/NEFT, i.e. payment for quantity delivered from 1 <sup>st</sup> to 15 <sup>th</sup> of a given month shall be made by 30 <sup>th</sup> or 31 <sup>st</sup> of that month and similarly, payment for quantity delivered from 16 <sup>th</sup> to 30 <sup>th</sup> or 31 <sup>st</sup> of a given month shall be done by 15 <sup>th</sup> of next month.  The payment shall be processed only after receipt of invoice complete in all respects with supporting documents.  However, RTGS/NEFT charges shall be borne by Firm/contractor. The firm will submit their banking details duly authenticated by them along with bills separately or on the bill itself as under:-  Name & Address of beneficiary; Name & address of Bank; Account Number & IFSC Number.
Tax Deduction at Source	Applicable as per rule.
Security Deposit	Security Deposit shall be Rs. 5000/- (Rupees Five thousand) per MTPD quantity per year of supply period. Thus, for 100 MTPD awarded quantity for seven-year supply period, Security Deposit shall be Rs 35,00,000/- (Thirty-five Lakh only).  Supplier shall deposit a minimum of 25% of total Security Deposit amount as per Clause no. 4.4 "Security Deposit" under clause 4 (Price & its Effectiveness).
Delivery Period	The supplier shall start delivery of material after 270 days from the date of issuance of Lol/Purchase Order. However, supplier can start delivery even before 270 days subject to mutual agreement between HPGCL and supplier.
Mode of Dispatch	By Road/ Rail
Consignee	XEN/Fuel of respective TPPs i.e. XEN/Fuel PTPS Panipat, XEN/Fuel DCRTTP Yamunanagar and XEN/Fuel RGTPP Hisar.
LD clause	Applicable as per Clause 4.5 under clause 4 "Price & its Effectiveness"
Pre-dispatch inspection	As per <b>Annexure-IV</b>
Tag for each Consignment	General & Technical details as per <b>Annexure-V</b>
G/W certificate	Not Applicable.
Force Majeure	Applicable.
Risk and Cost	Applicable.
Arbitration and Jurisdiction	Applicable.
Quantity variation (MT)	As per Scope of Work ( <b>Annexure-I</b> ).

- C. The firm will make payments to the farmers directly through Agriculture & Farmers Welfare Department portal [agriharyana.gov.in](http://agriharyana.gov.in). and the firm will submit documentary proof along with bill in this regard as and when the paddy straw is purchased.
- D. The firm will comply with Govt. of Haryana notification no. 609-Agri.-II (I)-2023/1811 dated 13.03.2023 regarding Common Determined Rates for procurement of paddy straw (Parali).
- E. The firm will comply with HAREDA order dated 02.01.2023 regarding service areas for procurement of paddy straw in the State. The detail of service areas is as under:
- PTPS Panipat** : Karnal and Kaithal districts
  - DCRTTP Yamunanagar**: Yamunanagar, Ambala and Panchkula Districts
  - RGTPP Hisar**: Hisar, Fatehabad and Sirsa districts

- F. The details of Scope of Work are at **Annexure-I** and General Terms & Conditions are at **Annexure-III**. 166
- G. Being an ISO certified organization we seek your co-operation to enable us to achieve excellence in our quality management and environment management systems. Firm has to ensure that only quality products & services are provided and firm is following environmental health & safety precautions.
- H. The firm will provide their GST registration No., HSN Code, PAN Number, place of business with address and a unique invoice number suffix with PTPS/ DCRTTP/ RGTPP (as applicable).
- I. The supplier shall ensure that the transporter engaged by them complies with the statutory requirement of road worthiness and pollution norms.

DA/As above

  
Chief Engineer/ Planning,  
HPGCL, Panchkula.

**Endst. No. 237**/Ch-519/CE/PLG/Biomass Pellets-343/Vol-II

Dated: 10.05.2023

Copy of the above is forwarded to the following for information and further necessary action:

1. SPS to ACS (Energy) to GoH, for kind information of worthy ACS (Energy) to GoH, please.
2. OSD (Tech) to MD, HPGCL for kind information of worthy MD, HPGCL, please.
3. SPS to Director (Technical-II), HPGCL for kind information of Director (Technical-II), please.
4. SPS to Director (Finance), HPGCL for kind information of Director (Finance), please.
5. SPS to Director (Technical), HPGCL, for kind information of Director (Technical-I), please.
6. LR (HPU), Shakti Bhawan, Panchkula-for kind information, please.
7. Chief Engineer, RGTPP, Hisar for kind information and further necessary action, please.
8. Chief Engineer, PTPS, Panipat for kind information and further necessary action, please.
9. Chief Engineer, DCRTTP, Yamunanagar for kind information and further necessary action, please.
10. Chief Engineer/Fuel, HPGCL, Panchkula for kind information and further necessary action, please.
11. Chief Engineer/Regulatory, HPGCL, Panchkula for kind information and further necessary action, please.
12. Chief Finance Officer, HPGCL, Panchkula- for kind information, please.

**Note:-**

This issues with the approval of State Level High Powered Purchase Committee in its meeting held on 31.03.2023 and after pre-audit by Sr. A.O./Projects & Planning, HPGCL at **NP- 25** of File No. CE/PLG/Biomass Pellets-343/Vol-II and legal vetting by LR (HPU) at **NP- 27** of the same file.

  
Chief Engineer/ Planning,  
HPGCL, Panchkula.

 <p>HPGCL AN ISO: 9001, ISO: 14001 &amp; ISO: 45001 CERTIFIED COMPANY</p>	<p><b>HARYANA POWER GENERATION CORPORATION LIMITED</b> 167 Regd. Office: C-7, Urja Bhawan, Sector-6, Panchkula <u>Corporate Identity Number: U45207HR1997SGC033517</u> Website: <a href="http://www.hpgcl.org.in">www.hpgcl.org.in</a> Email: <a href="mailto:cepts@hpgcl.org.in">cepts@hpgcl.org.in</a> Panipat Thermal Power Station, Panipat</p>
---	---

From

Chief Engineer/PTPS  
HPGCL, Panipat

To

Project Director,  
National Highways Authority of India, PIU-Bhiwani,  
Kherdi Mor, NH152D, Rohtak Bhiwani Road, Bhiwani, Haryana -124113

Project Director,  
National Highways Authority of India, PIU-Sonipat,  
A-3, UGF, Pushpanjali Enclave, Pitampura, New Delhi-110034

Memo No. 804 / CMDP-II Date: 29/07/2023

**Subject: Regarding suspension of Pond Ash lifting from Ash dykes of PTPS during day hours (07 AM to 09 PM).**

Ref: MoM of District Road Safety Committee meeting held on 07.07.2023

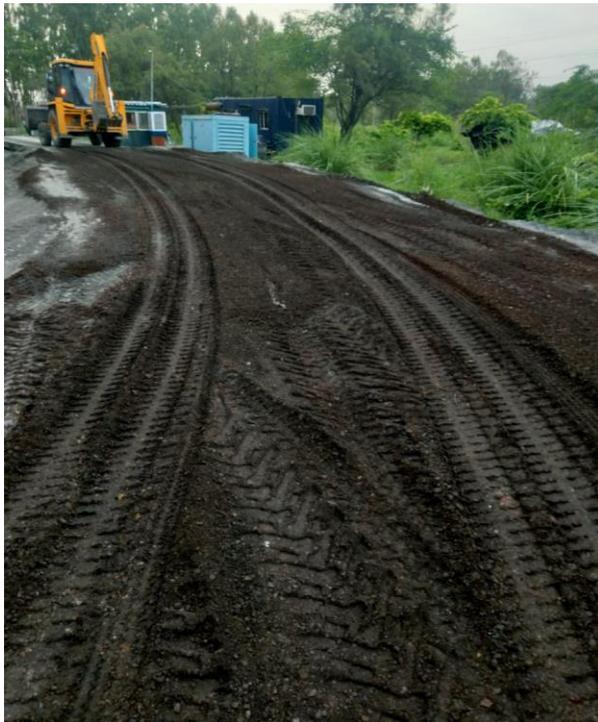
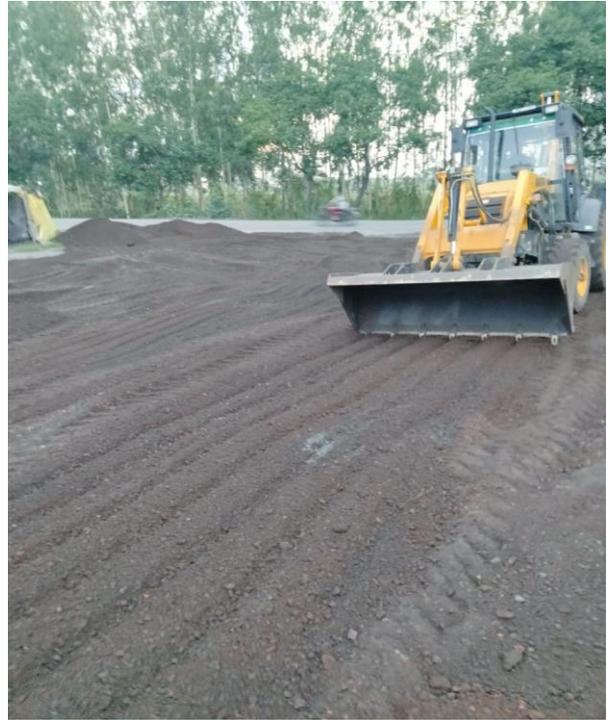
Dear Sir,

Please refer to the MoM (Minutes of meeting) of District Road Safety Committee meeting held on 07.07.2023 wherein Deputy Commissioner, Panipat has directed PTPS with respect to agenda point no 5 (Transportation of fly ash from HPGCL) for restricting the timings of lifting of pond ash from 07 AM to 09 PM on daily basis.

Accordingly, the competent authority has decided to suspend the lifting of pond ash during day hours i.e., from 07 AM to 09 PM with immediate effect. However, you are strictly directed to carry out regular sprinkling of water even during this period in & around the ash dyke area of PTPS in order to curb the air pollution.

  
Chief Engineer/PTPS  
HPGCL, Panipat

Cc: OSD to MD/HPGCL for kind information of MD/HPGCL please.



 <p>HPGCL AN ISO: 9001, ISO: 14001 &amp; ISO: 18001 CERTIFIED COMPANY</p>	<p><b>HARYANA POWER GENERATION CORPORATION LIMITED</b>  <b>Regd. Office: C-7, Urja Bhawan, Sector-6, Panchkula</b>  <b>Corporate Identity Number: U45207HR1997SGC033517</b>  <b>Website: www.hpgcl.org.in</b>  <b>Email: ceptps@hpgcl.org.in</b>  <b>Panipat Thermal Power Station, Panipat</b></p>
--	---

From

Chief Engineer/PTPS  
HPGCL, Panipat

To

Project Director,  
National Highways Authority of India, PIU-Bhiwani,  
Kherdi Mor, NH-152D, Rohtak-Bhiwani Road  
Haryana -124113

Project Director,  
National Highways Authority of India, PIU-Sonipat,  
A-3, UGF, Pushpanjali Enclave,  
Pitampura, New Delhi-110034

Memo No. 653/CM DP-II/PTPS Date: 24/05/2023

**Subject:** Regarding compliance of environmental norms for lifting of Pond Ash from Ash dykes of PTPS.

**Ref:** Joint Committee report dated 10.04.2023 submitted in compliance of NGT order dated 20.01.2023 in OA No. 612 of 2022 titled as "Subhender Vs State of Haryana & others".

Dear Sir,

Please refer to the subject cited matter, it is intimated that Hon'ble NGT on dated 20.01.2023 in OA no. 612 of 2022 directed that the Joint Committee (comprising of CPCB, State PCB and Deputy Commissioner, Panipat) is to submit the report after site inspection. The Joint Committee visited PTPS on 16.01.2023 & 06.03.2023 and finally submitted the report on dated 10.04.2023. The report is attached herewith for further action at your end.

As per the terms & conditions of the MoUs, the responsibility of excavation, loading, unloading and transportation of pond ash in eco-friendly manner lies entirely with NHAI. The relevant clauses of the MoU have been reproduced as under:

1. *The excavation loading, transportation in an environment friendly manner to the construction site, spreading, compaction etc. shall be the responsibility of authorized agency or contractor of NHAI.*
2. *"In order to ensure compliance of environment / safety norms while excavation loading, transportation, unloading and placing of ash, suitable provisions will be made in the contractor of authorized agency / contractor by NHAI for making him solely responsible for compliance". Any penalty imposed by HSPCB/CPCB/Hon'ble NGT etc. for non compliance of statutory norms during transportation of pond ash shall be borne by NHAI.*

Further, as per MoEF&CC (Ministry of Environment, Forest & climate change) gazette notification (no. S.O. 5481(E) dated 31.12.2021) it is the responsibility of the purchaser or user agencies to utilize ash in an eco friendly manner.

In view of the above, you are directed to provide the Tyre Washing Facility, Permanent Sprinklers on the approach roads & inside the dyke area and Online Cameras on all the exits of

Ash dykes within 10 days, so that the Joint Committee can be apprised accordingly otherwise the lifting of pond ash from ash dykes of PTPS shall be temporarily stopped till the above mentioned facilities are installed by you.

  
Chief Engineer/PTPS  
HPGCL, Panipat

Copy of the above is being forwarded to the following for their kind information please:

- 1) Deputy Commissioner, Panipat.
- 2) Regional Officer, HSPCB, Panipat

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,  
Principal Bench, New Delhi

Original Application No. 612/2022

Subhender,

Applicant

Versus

State of Haryana

Respondent

Index

Sr. no.	Particulars	Page no.
1.	Report of the Joint Committee in the matter of Original Application No.612/2022: Subhender Applicant Versus State of Haryana Respondent, in compliance of Hon'ble National Green Tribunal Order dated 22/09/2022	1-17
2.	Annexure - 1 to 11	18-105
3.	Approval of CPCB member vide email dated 10.04.2023 /	106

↓  
Regional Officer,  
HSPCB, Panipat

Date: 10.04.2023.  
Place: Panipat

### 2.5 Measures adapted to control fly ash:

- 1) The transportation of the Ash, more than 700 heavy earth movers (carrying capacity ranging 20 tonnes to 35 tonnes ) are plying within the ash dyke area and its connected roads are found to have covered to avoid the ash spillages and becoming air borne. Photographs attached as **Annexure-9)**
- 2) The water sprinkling tankers are deployed on the road that consumes about 65,000 liters of water recovered from ash dyke per day, to mitigate dust re-suspension due the earth movers.( Photographs attached as **Annexure-10)**

The site was again inspected by the joint committee on 06.03.2023 and complainant Sh. Shubender was also contacted for the site visit but he is still on in the position to accompany the Joint committee therefore he authorize his nephew Sh. Sunit S/o Rishipal, to attend the site visit . The comments of the representative of the complaint are attached as **Annexure -11.**

### 3.0. Recommendations:

1. It is pertinent to mentioned that same matter has already been undertaken before the Hon'ble NGT New Delhi in OA No. 581 /2019; Residents of Gram Panchayat Jatal, District Panipat Applicant Versus State of Haryana Respondent, is related to pollution caused in the nearby villages, during management of fly ash by Panipat Thermal Power Plant and a Joint Committee of CPCB and HSPCB is assessing the damage caused to the Environment and Public Health in the area. Joint committee in OA no. 581/2019 is conducting the detailed monitoring to collect the extensive data required for quantification of the affected area and the quantitative damage caused to the environment and Public health by involving subject experts, so as to prepare the remediation plan.
2. PTPS shall provide tyre washing facility of the ash carrying earth movers/ vehicles before reaching on the Panipat Assandh Road, city roads and other village road so that ash shall not come on the road and to avoid dust re-suspension
3. PTPS shall make an extensive water sprinkling plan in the ash dykes area and also along the transportation path within the Ash dykes area to prevent the maximum possible ash emissions and submit the copy of the same to CPCB and HSPCB.
4. PTPS shall install Online Cameras on all the exits of Ash dykes so that continuous surveillance of the Ash carrying vehicles can be done and any uncovered vehicle shall not ply on the roads.
5. PTPS shall comply with the action plan submitted for lifting of the entire ash from the dykes and also submit fortnightly report to HSPCB regarding the lifting of the ash as per action plan.

  
Kamaljit Singh  
HSPCB, RO, Panipat

  
Balwan Singh  
Naib Tehsildar, Panipat

(CPCB Member is on leave  
and Approved the report  
vide Email dated 10.04.2023)

Suneel Dave  
Director , CPCB, RD,  
Chandigarh

Dated: April 10, 2023

 <p>HPGCL AN ISO: 9001, ISO: 14001 &amp; ISO: 18001 CERTIFIED COMPANY</p>	<p><b>HARYANA POWER GENERATION CORPORATION LIMITED</b>  <b>Regd. Office: C-7, Urja Bhawan, Sector-6, Panchkula</b>  <b>Corporate Identity Number: U45207HR1997SGC033517</b>  <b>Website: www.hpgcl.org.in</b>  <b>Email: cepts@hpgcl.org.in</b>  <b>Panipat Thermal Power Station, Panipat</b></p>
--	--

From

**REMINDER**

Chief Engineer/PTPS  
HPGCL, Panipat

To

Project Director,  
National Highways Authority of India, PIU-Bhiwani,  
Kherdi Mor, NH-152D, Rohtak Bhiwani Road  
Bhiwani, Haryana -124113

Project Director,  
National Highways Authority of India, PIU-Sonipat,  
A-3, UGF, Pushpanjali Enclave,  
Pitampura, New Delhi-110034

Memo No. 694/CMDP-II/PTPS Date: 05/06/2023

**Subject: Regarding compliance of environmental norms during lifting of Pond Ash from Ash dykes of PTPS.**

Dear Sir,

Please refer to this office letter memo no. 653/CMDP-II/PTPS dated 24.05.2023 on subject cited matter vide which you were directed to provide the Tyre Washing Facility, Permanent Sprinklers on the approach roads & inside the dyke area and Online Cameras on all the exits of Ash dykes within 10 days as per the recommendations of the Joint Committee (DC Panipat, RO/HSPCB and CPCB) constituted by Hon'ble NGT in OA No. 612 of 2022.

It is requested to submit the action taken report on the same so that the Joint Committee can be apprised accordingly in the meeting to be held on 06.05.2023 in the office of Deputy Commissioner, Panipat.

  
Chief Engineer/PTPS  
HPGCL, Panipat

Copy of the above is being forwarded to the following for their kind information please:

1. Deputy Commissioner, Panipat.
2. Regional Officer, Haryana State Pollution Control Board, Panipat.

 HPGCL AN ISO: 9001, ISO: 14001 & ISO: 45001 CERTIFIED COMPANY	<b>HARYANA POWER GENERATION CORPORATION LIMITED</b> Regd. Office: C-7, Urja Bhawan, Sector-6, Panchkula <b>Corporate Identity Number: U45207HR1997SGC033517</b> Website: <a href="http://www.hpgcl.org.in">www.hpgcl.org.in</a> Email: <a href="mailto:cepts@hpgcl.org.in">cepts@hpgcl.org.in</a> Panipat Thermal Power Station, Panipat
--	---

174

From

Director/Technical-I  
HPGCL, Panchkula

To

Regional Officer, Chandigarh  
Bays No. 35-38, Sector-4, Panchkula, Haryana-134108

Memo No. CR-29/Dir/Tech-I/HPGCL/06 Vol II Date: 14/06/2023

**Subject: Regarding compliance of environmental norms during lifting of Pond Ash from Ash dykes of PTPS.****Ref: 1) This office letter memo no. 653/CMDP-II/PTPS dated 24.05.2023  
2) This office letter memo no. 694/CMDP-II/PTPS dated 05.06.2023**

Dear Sir,

On the subject cited matter, it is intimated that Hon'ble NGT on dated 21.01.2023 in Original Application no. 612 of 2022 directed that the Joint Committee (comprising of CPCB, State PCB and Deputy Commissioner, Panipat) is to submit the report after site inspection. The Joint Committee visited PTPS on 16.01.2023 & 06.03.2023 and finally submitted the report on 10.04.2023. The Joint Committee through its report directed to install Tyre Washing Facility, Permanent Sprinklers on the approach roads & inside the dyke area and Online Cameras on all the exits of Ash dykes. A copy of the relevant portion of the said report was shared by Chief Engineer, PTPS with Project Director, PIU-Bhiwani & Project Director, PIU-Sonipat vide his office letter memo no. 653/CMDP-II/PTPS dated 24.05.2023 for further necessary action at their end.

A reminder in this regard was also served by Chief Engineer PTPS vide his office letter memo no. 694/CMDP-II/PTPS dated 05.06.2023 but to no avail. No action has been taken by the concerned PIUs for installing the above-mentioned facilities at the ash dykes of PTPS.

In view of the above, it is requested to kindly impart suitable directions to the concerned PIUs for taking the requisite action as per the directions of the Joint Committee constituted by Hon'ble NGT in OA No. 612 of 2022, as PTPS has to submit the action taken report on the same to the Joint Committee under intimation to Hon'ble NGT at the earliest.

A prompt action in this regard shall be highly appreciated.

  
Director/Technical-I  
HPGCL, Panchkula

Copy of the above is being forwarded to the following for their kind information please:

- 1) MD/HPGCL, for kind information please.
- 2) Chairman, NHAI, New Delhi, for kind information please
- 3) Member (Projects), NHAI, New Delhi, for kind information please
- 4) PD, NHAI, PIU-Bhiwani, with a request to take necessary action at the earliest.
- 5) PD, NHAI, PIU-Sonipat, with a request to take necessary action at the earliest.



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण  
(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)  
**National Highways Authority of India**

(Ministry of Road Transport & Highways)

परियोजना कार्यान्वयन ईकाई-सोनीपत  
Project Implementation Unit - Sonapat



ए-3, उपरी भू-तल पुष्पान्जली एन्क्लेव, पीतमपुरा, नई दिल्ली-110034 • दूरभाष : 011-49048174 • ई-मेल : piusonepat@nhai.org  
A-3, UGF, Pushpanjali Enclave, Pitampura, New Delhi-110034 • Ph.: 011-49048174 • Email : piusonepatnh@gmail.com

NHAI/PIU/SNP/DAKE/NE-5(Pkg-I&II)/Fly ash/2023-24/D-1016

15.06.2023

To,

Chief Engineer,  
PTPS, HPGCL, Panipat,

Sub.: Construction of 4 lane Greenfield Delhi-Amritsar-Katra Expressway from junction with KMP Expressway near Jussur Kheri village to junction with Jind-Panipat road (NH-352A) near Gangana village (km. 0+000 to km. 60+800) on Hybrid Annuity Mode under Bharatmala Pariyojna in the State of Haryana-  
Regarding overloading of vehicles and non-compliance of environmental norms & road safety norms by transporters of NHAI.

Ref: (i) Chief Engineer, PTPS, HPGCL, Panipat memo no. 688/CMDP-II/PTPS dated 01.06.2023  
(ii) This office letter no. D-927 dated 07.06.2023  
(iii) Concessionaire letter no. 1352 dated 14.06.2023

Dear Sir,

With reference to subject cited matter and your letter cited under reference (i) vide which intimated that a meeting was held on 29.05.2023 in the office of Deputy Commissioner, Panipat during this meeting, DC, Panipat was apprised about the terms & conditions of the MoUs signed by PTPS, Panipat with NHAI for its various road projects. It was intimated that many authorized contractors/transporters are lifting pond ash from the ash dykes of PTPS for these projects. As per the terms & conditions of the MoUs, the responsibility of excavation, loading, unloading and transportation of pond ash in eco-friendly manner lies entirely with NHAI and the same was forwarded to Concessionaire of the project vide letter no. D-927 dated 07.06.2023 to take necessary action as per directions issued by HPGCL and submit compliance report to this office for further submission to HPGCL.

2. In this regard, it is intimated that the concessionaire of DAK Pkg-1 (M/s KCC DAK Pkg-I Expressway Pvt. Ltd.) vide letter no. 1352 dated 14.06.2023 has submitted the compliance of observations raised by your office. The compliance submitted by concessionaire is as under:

Sl. No.	Observations	Compliance
1.	In view of above, you are directed to provide the Tyre Washing Facility, Permanent sprinklers on the approach roads inside the dyke are and online cameras on all the exists of ash dykes within 10 days, so that the joint committee can be apprised accordingly, otherwise the lifting of pond ash from ash dykes of PTs shall be temporarily stopped till he above mentioned facilities are installed by you.	The Tyre Washing Facility, Permanent sprinklers on the approach roads & inside the dyke area and online cameras on all the exists of ash dykes is available. (Photographs enclosed).
2.	The excavation loading, transportation in an environment friendly manner to the construction site, spreading, compaction etc. shall be the responsibility of authorized agency or contractor of NHAI.	The Excavation of Flyash, Transportation, compaction is doing are per environment norms.

क्षेत्रीय कार्यालय : भा.रा.रा.प्रा., बेज न. 35-38 सैक्टर-4, पंचकुला-134112  
Regional Office : N.H.A.I., Bays No.35-38, Sector-4, Panchkula-134112  
प्रधान कार्यालय : भा.रा.रा.प्रा., जी-5 एवं सैक्टर-10, द्वारका नई दिल्ली-110075  
Head Office : N.H.A.I., G-5 & 6, Sector-10, Dwarka New Delhi-110075

6441-P-2

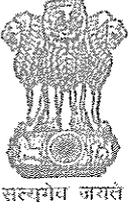
3.	In order to ensure compliance of environment/safety norms while excavation loading, transportation, unloading and placing of ash, suitable provisions will be made in the contractor of authorized agency/ contractor by NHAI for making him solely responsible for compliance. Any penalty imposed by HSPCB/CPCB/Hon'ble NGT etc. for non compliance of statutory norms during transportation of pond ash shall be borne by NHAI.	WE are lifting the Flyash from PTPS ash dykes as per the environment norms set by the concerned authorities.
----	--	--

This is for your information and necessary action at your end please.

  
 (Hanumant Singh)  
 Project Director  
 PIU-Sonepat

**Copy forwarded for information to:-**

1. GM cum RO (CHD), NHAI, Bays no. 35-38, Sector-4, Panchkula.
2. Executive Engineer, CDMP-II, PTPS, HPGCL, Panipat.
3. Team Leader, M/s SA Infrastructure Consultants Pvt. Ltd. in JV with M/s K & J Projects Pvt. Ltd., in association with UPHAM International Corporation, House No. 868, Ward No. 16, Near UHBVN office (Rural), Chopra colony, Guddha road, Gohana (HR)-131301



भारतमाला  
गति के पथ पर अग्रसर

# भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन एवं राजमार्ग मंत्रालय, भारत सरकार)  
परियोजना कार्यान्वयन इकाई – भिवानी

## National Highways Authority of India

(Ministry of Road Transport & Highways, Govt. of India)

Project Implementation Unit – Bhiwani

खेरडी मोड, एनएच152डी, रोहतक भिवानी रोड (हरियाणा) दृ 124113

Kherdi Mor, NH-152D Rohtak-Bhiwani Road (Haryana) – 124113

फोन / Phone: 01258-296006, वेबसाइट /Website: [www.nhai.gov.in](http://www.nhai.gov.in)

ईमेल / Email: [piubhiwani@nhai.org](mailto:piubhiwani@nhai.org), [piubhiwani@gmail.com](mailto:piubhiwani@gmail.com)

177



सड़कें ही नहीं, राष्ट्र का निर्माण भी

NHAI/PIU-Bhiw/NE-5/22042/1/2023/ 14189

24 जून 2023

सेवा में,

The Chief Engineer,  
PTPS Panipat.

**विषय—** Construction of four lane Greenfield Delhi-Amritsar-Katra Expressway (NE-5) in the State of Haryana on HAM (PKG- 3&4) - **Compliance of environmental norms and road safety norms by the transporters of NHAI during lifting of pond ash from Ash dykes-reg.**

**प्रसंग—**

1. Your office letter nos. 653/CMDP-II/PTPS dated 24.05.2023 & 688 dated 01.06.2023 & 694 dated 05.06.2023
2. KCC Katra Expressway Pvt. Ltd. letter no. 180 dated 12.06.2023
3. M/s NKC Alewa Pandwa Expressway Pvt. Ltd. letter no 696 dated 12-06-2023
4. This office letter no. 14042 dtd 08.06.2023

महोदय,

This has reference to the above letters in the captioned subject. Certain observations towards non-compliance of environmental norms and road safety norms during lifting of the pond ash from ash dykes of PTPS Panipat by the transporters of NHAI, has been raised vide your letters under reference 1.

In this regard the compliance on the above has been asked from IE of the project and all the concessionaires of Pkg 3, 4 of NE-5 vide letter u/r (4).

**The Concessionaires of Pkg-3 of NE-5 have submitted parawise reply on observations raised by PTPS and as under: -**

Sr. No.	Observations raised by PTPS	Compliance
1	The excavation loading, transportation in an Environment friendly manner to the construction site, spreading, compaction etc. shall be the responsibility of authorized agency or contractor of NHAI.	The Excavation of FlyAsh, transportation, and compaction is being done as per environmental norms.
2	In order to ensure compliance of environment/ safety norms while excavation loading, transportation, unloading and placing of ash, suitable provisions will be made in the contract of authorized agency/ contractor by NHAI for making him solely responsible for compliance. Any penalty imposed by HSPCB/ CPCB/Hon'ble NGT etc. for non-compliance of statutory norms during transportation of pond ash shall be borne by NHAI.	We are lifting the FlyAsh from PTPS ash dykes as per the environmental norms set by the concerned authorities.

3.	<i>In view of above, you are directed to provide the Tyre Washing Facility, Permanent sprinklers on the approach roads &amp; inside the dyke area and online cameras on all the exits of ash dykes within 10 days, so that the joint committee can be apprised accordingly, otherwise the lifting of pond ash from ash dykes of PTs shall be temporarily stopped till the above- mentions facilities are installed by you.</i>	<i>The Tyre washing facility, permanent sprinklers on the approach roads &amp; inside the dyke area and online cameras on all exits of ash dykes, is available (photographs enclosed)</i>
----	--	---

**The Concessionaires of Pkg-4 of NE-5 submitted parawise reply on observations raised by PTPS and as under: -**

1. All the trucks are being filled with pond ash under the body and no any vehicles are running overloaded.
2. All the trucks being proper covers with Tarpaulin.
3. Sweeping is being done regularly.
4. Regularly sprinkling of water in the dyke area are being maintained.

In view of the above it is submitted that all the aforesaid observations and clauses of MOU are being complied by the Concessionaires of Pkg – 3 & 4 of subject project. Further, this office has also directed to both Concessionaires for compliance of MoU signed between NHAI & PTPS in future. This is for your kind information please:

सधन्यवाद!

भवदीय



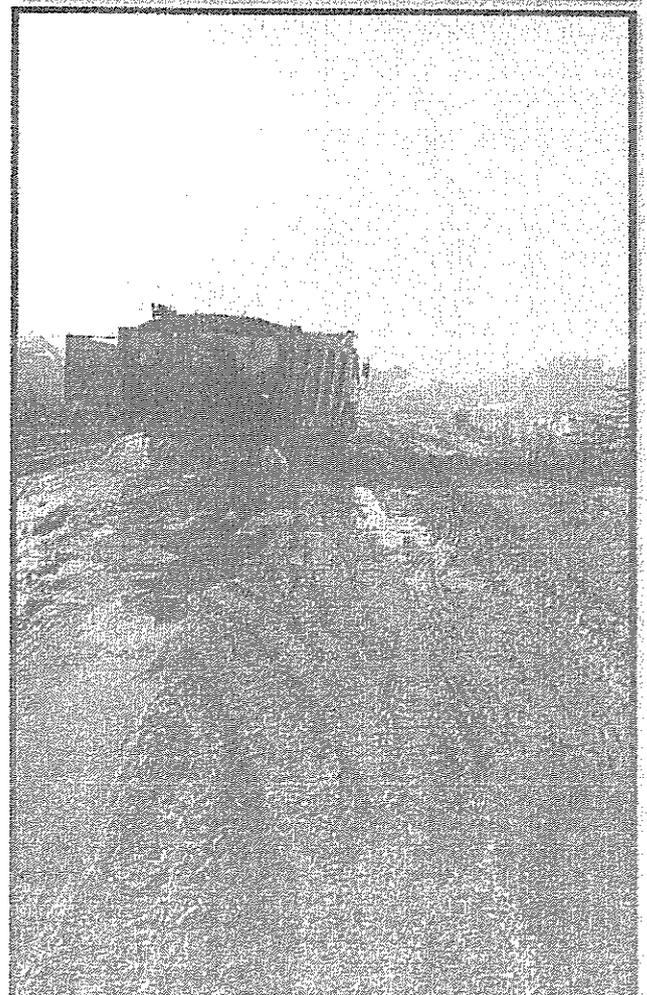
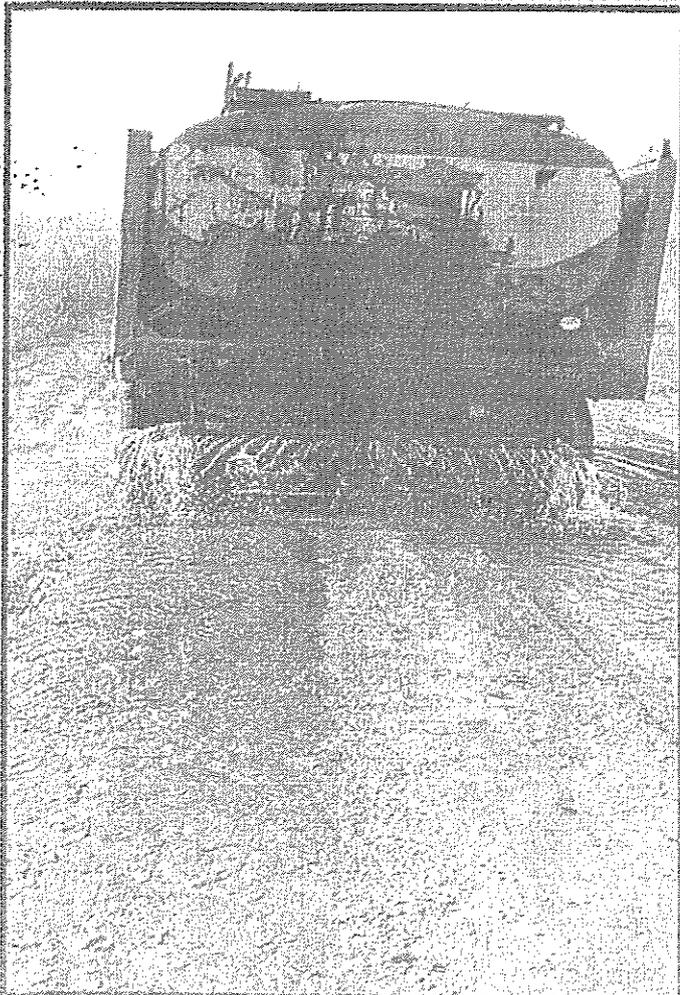
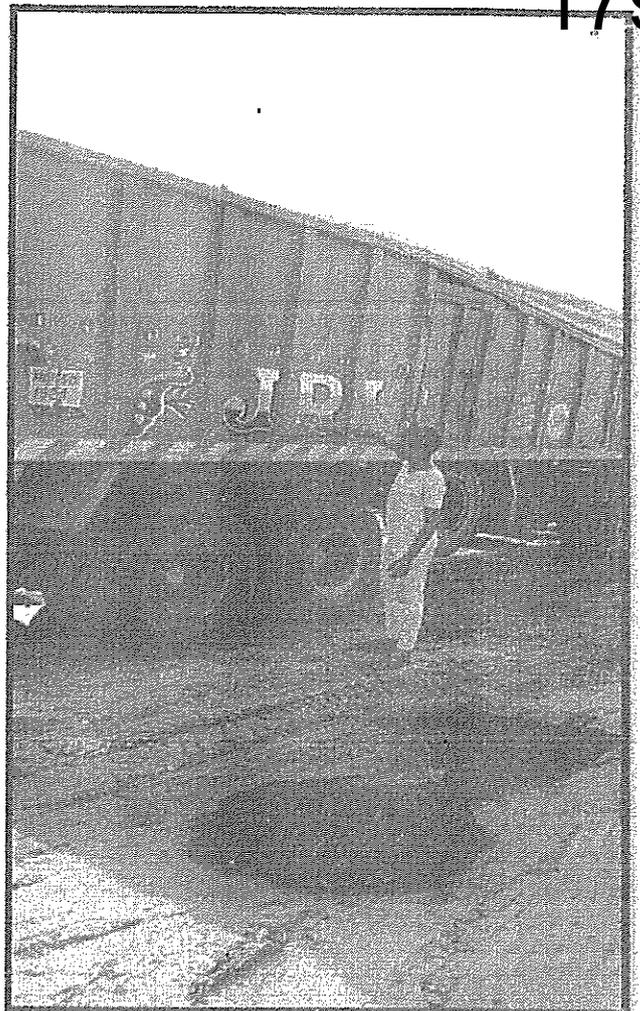
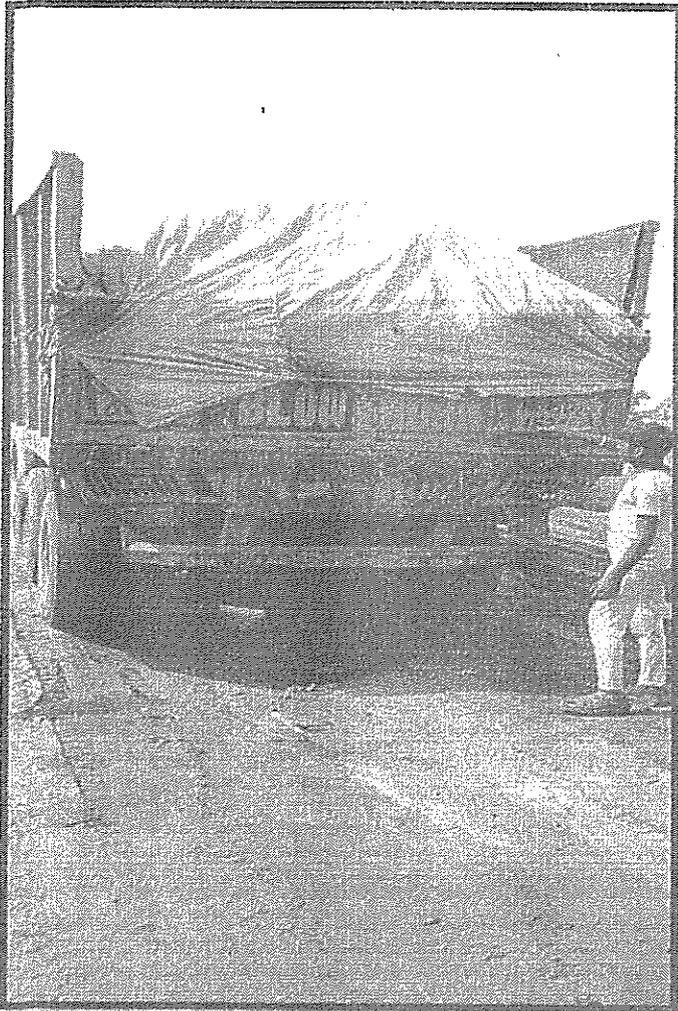
(गौतम विशाल)

परियोजना निदेशक

अनु:—यथोक्त

**प्रतिलिपी:— निम्नलिखित को सूचनार्थ एवं आवश्यक कारवाई हेतु**

1. M/s Chaitanya – FP Projects (JV) CPCL, Jind Haryana.
2. रियायतकर्ता मै. केसीसी कटरा एक्सप्रेसवे प्रा.लि.।
3. रियायतकर्ता मै. एन.के.सी. अलेवा पांडवा एक्सप्रेसवे प्रा.लि.।





हरियाणा HARYANA



T 242020

**MoU FOR BEARING TRANSPORTATION OF ASH TO ROAD PROJECT**

**MEMORANDUM OF UNDERSTANDING FOR BEARING TRANSPORTATION COST OF POND ASH FROM PANIPAT THERMAL POWER STATION TO ROAD PROJECT OF NHAI NAMELY "four lane Greenfield Delhi-Amritsar-Katra Expressway from Junction with Jind-Karnal road (NH-709A) near Alewa Village to Junction with Ambala-Kaithal-Hissar road (NH-152) near Kharak Pandwa Village (Km. 91+400 to Km. 120+250) on Hybrid Annuity mode under Bharatmala Pariyojana in the State of Haryana".**

The Memorandum of Understanding (MoU in short) is made on 6<sup>TH</sup> of July 2021 by and between HPGCL, a Govt. of Haryana undertaking incorporated under the Companies Act, 1956 with its Registered Office at C-7, Urja Bhawan, Sector-6, Panchkula, Haryana (which expression shall unless repugnant to the context or meaning thereof includes its successors and assigns) on first part.

And

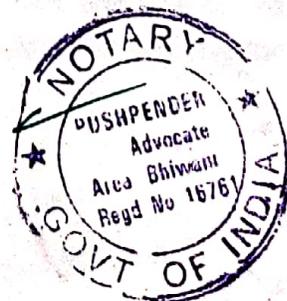
National Highway Authority of India (NHAI) having its registered office at G-5&6, Sector-10, Dwarka, New Delhi – 110075 through Project Director, PIU-Bhiwani at its office, H.No. 1397P, Huda Sector-13, Bhiwani, Haryana-127021 referred as NHAI PIU-Bhiwani (which expression shall unless repugnant to the context or meaning thereof includes its successors and assigns) on second part.

WHEREAS HPGCL has amongst other, a Thermal Power Station at Assan Kalan, Panipat Haryana namely –Panipat Thermal Power Station, Panipat known as PTPS, Panipat.

*[Signature]*  
Chief Engineer/PTPS  
PTPS, HPGCL, PANIPAT

*[Signature]*  
Project Director  
NHAI, PIU-BHIWANI

1/6



AND WHEREAS in the operation of said PTPS approx. 4000 MT of ash per day is generated and PTPS intends to bear the cost for transportation of pond ash for use in construction of road embankment at "Construction of four lane Greenfield Delhi-Amritsar-Katra Expressway from Junction with Jind-Karnal road (NH-709A) near Alewa Village to Junction with Ambala-Kaithal-Hissar road (NH-152) near Kharak Pandwa Village (Km. 91+400 to Km. 120+250) on Hybrid Annuity mode under Bharatmala Pariyojana in the State of Haryana" for its utilization in compliance of MoEF& CC Gazette Notification dated 03.11.2009 and its amendment 25.01.2016.

AND WHEREAS NHAI, Bhiwani had approached PTPS for use of pond ash in construction of road embankment of the NHAI road project as per design/ specification approved by the Government agency or their consultant or as per the guidelines or specifications issued by the Indian Road Congress (IRC) as contained in IRC specification No. SP: 58 of 2001 as amended from time to time.

AND WHEREAS PTPS has agreed to allow the utilization of pond ash in said road construction projects as per the stipulation of said gazette notification and compliance of the same.

AND WHEREAS PTPS has agreed to permit for excavation and loading of pond ash from identified Ash Pond located in the Ash dyke area of PTPS to transport ash to road construction site as per the requirement given by the construction agencies of NHAI, Bhiwani to take up the road project work in line with specification/ drawings with following terms & conditions:-

- i) Transportation of pond ash by trucks/tippers after proper covering of the same by tarpaulin covers so as to minimize the spilling of ash during transportation.
- ii) Sprinkling of water by deploying water tankers etc. so as to suppress ash dust in the ash dykes while loading / transportation of ash in trucks / tippers. However, water can be taken from feeder channels of PTPS, free of cost, for this purpose only.
- iii) The lifting can be suspended /halted by PTPS during high winds.

**NOW THIS MEMORANDUM OF UNDERSTANDING WITNESS AS FOLLOWS:**

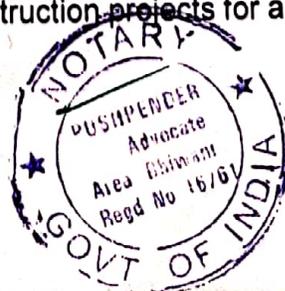
That in consideration of mutual agreement and with intent to achieve above objective of PTPS and NHAI, Bhiwani mutually agreed as under:-

1. PTPS shall allow excavation, loading and transportation of pond ash in the covered Trucks, Dumpers as per the approved guidelines of CPCB/HSPCB to the construction site of road project "Construction of four lane Greenfield Delhi-Amritsar-Katra Expressway from Junction with Jind-Karnal road (NH-709A) near Alewa Village to Junction with Ambala-Kaithal-Hissar road (NH-152) near Kharak Pandwa Village (Km. 91+400 to Km. 120+250) on Hybrid Annuity mode under Bharatmala Pariyojana in the State of Haryana " to authorized transporter/ concessionaire of NHAI in compliance of MoEF& CC gazette notification on ash utilization dated 03.11.2009 and 25.01.2016.
2. PTPS shall issue pond ash on "as is where is basis and free of cost" to authorized transporter/ concessionaire of NHAI for road construction projects for a quantity of 60 Lac Cum as per site requirement.

  
Chief Engineer/PTPS  
PTPS, HPGCL, PANIPAT

  
Project Director  
NHAI, PTD-BHIWANI

2/6



3. The Project implementation Unit, NHAI Bhiwani shall inform to PTPS for their (i) total requirement of pond ash for the project (compacted volume which shall be with more than 95% MDD without any multiplication factor) (ii) schedule of construction plan along with location and (iii) monthly requirement of compacted quantity of pond ash at that site so that necessary arrangements will be made by PTPS at ash pond for issue of ash.

**4. Method of Measurement of Ash Quantity & Terms of Payment**

**a) Method of Measurement of Ash Quantity**

Payment towards reimbursement of transportation cost shall be based on the compacted ash volume measurement of embankment of the fill area. This compacted ash volume measurement shall be with more than 95% MDD with respect to the density and shall be without any multiplication factor. Accordingly, the volume of embankment measured will be considered for the measurement and payment purposes. Further, this compacted ash volume shall be as measured and duly certified by NHAI PIU-Bhiwani.

**b) Terms of Payment**

- i. All the bills submitted to PTPS for reimbursement of ash transportation cost will have to be signed by NHAI PIU-Bhiwani where they shall be certifying the quantity of ash received from PTPS at each of the section/locations/chainages.
  - ii. The payment shall be released after submission invoice along with all the relevant documents by NHAI PIU-Bhiwani.
  - iii. The authorized representative of NHAI PIU-Bhiwani shall inform to PTPS, the number of trucks received at construction site (chainage – wise) on daily basis. This is only to ensure that the trucks dispatched from Ash Dyke of PTPS have reached to construction site of NHAI. For this purpose, Project Director, NHAI PIU-Bhiwani will coordinate this activity and take care of day to day issues and share with PTPS.
  - iv. Further, the authorized representative of Project Director, NHAI PIU-Bhiwani will certify that the quantity of ash used in the embankment (as per NHAI drawing). The authorized representative of Project Director, NHAI PIU-Bhiwani will also certify that the entire ash used in the embankment for which payment is being released has been lifted from the concerned ash dyke of PTPS.
5. The rate for transportation of Fly ash will be 10% less than the Haryana PWD Schedule of Rates (HSR), prevailing at the time of payment. The present rate for transportation of fly ash with 10% discount will be Rs. 5.128 per CuM per KM plus GST. NHAI shall be fully responsible for loading/unloading of ash at its own cost.
6. NHAI PIU-Bhiwani will deduct the equivalent amount of each work being replaced by the pond ash supplied by PTPS as per provisions of the contract. This will ensure that the quantity of ash being claimed from PTPS is equivalent to the earth being replaced by the NHAI Concessionaire, wherever applicable. This is to ensure that, as such, no double benefit is passed to the NHAI Concessionaire due to bearing of transportation cost of ash by PTPS.

  
Chief Engineer/PTPS  
HPCGL, PANIPAT

  
Project Director  
NHAI, PIU-BHIWANI

3/6

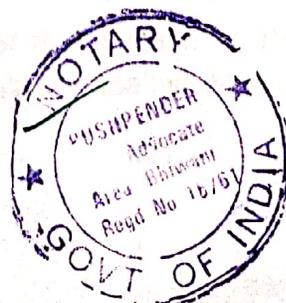


7. The role of PTPS shall be limited to bear the cost of transportation of pond ash in line with MoEF& CC gazette notification dated 25.01.2016. The excavation loading, transportation in an environment friendly manner to the construction site, spreading, compaction etc. shall be the responsibility of Concessionaire of NHAI.
8. NHAI PIU-Bhiwani will ensure that no undue benefit is passed on to the Concessionaire due to bearing of transportation cost of ash by PTPS. With regards to the contract awarded by NHAI, the Concessionaire of NHAI will transport the fly ash from PTPS with their own resources. NHAI will submit the bill / invoice for reimbursement of transportation cost of fly ash based on the quantity of fly ash lifted and used in road embankment work and the rate agreed as per point no. 5. PTPS will reimburse the transportation cost of fly ash to NHAI PIU-Bhiwani after due verification with 6 weeks' time.
9. "In order to ensure compliance of environment / safety norms while excavation loading, transportation, unloading and placing of ash, suitable provisions will be made in the Concessionaire by NHAI for making him solely responsible for compliance". Any penalty imposed by HSPCB/CPCB/Hon'ble NGT etc. for non-compliance of statutory norms during transportation of pond ash shall be borne by Concessionaire/NHAI.
10. PTPS shall not be responsible for any violation of quality/construction norms set by NHAI for embankment construction by their Road Concessionaire (M/s NKC Alewa Pandwa Expressway Pvt. Ltd.) due to use of pond ash. NHAI PIU-Bhiwani shall ensure that Govt. rules & regulation, local bye-laws, environment norms/ stipulations etc. for construction of road project are adhered to.
11. To ensure that pond ash issued by PTPS has been utilized for road embankment construction by the concessionaire of NHAI. NHAI shall link the payment of their Road Concessionaire (M/s NKC Alewa Pandwa Expressway Pvt. Ltd.) for the construction work of "Construction of four lane Greenfield Delhi-Amritsar-Katra Expressway from Junction with Jind-Karnal road (NH-709A) near Alewa Village to Junction with Ambala-Kaithal-Hissar road (NH-152) near Kharak Pandwa Village (Km. 91+400 to Km. 120+250) on Hybrid Annuity Mode under Bharatmala Pariyojana in the State of Haryana " with the certification of ash supply by PTPS.
12. PTPS shall not be responsible for any defects in the quality, construction/ failure of road project, if any, due to use of ash and not liable to pay any compensation whatever reason may be.
13. PTPS shall not be responsible for any accident or injury to person engaged or otherwise on account of process of construction of road embankment due to use of ash. NHAI shall keep the HPGCL harmless. In case any loss / damage / cost etc. is caused to the HPGCL, the Concessionaire/NHAI will indemnify the same.
14. PTPS shall not be responsible for ash dumped on construction site and not utilized by the Concessionaire on default and NHAI shall take all precautions to prevent loss or damages or to minimize loss damages or to minimize loss or damage to the extent possible and shall be liable to make good any loss or damages incurred due to negligence on their part or work under MoU.

  
Chief Engineer/PTPS  
PTPS, HPGCL, PANIPAT

  
Project Director  
NHAI, PIU-BH. WANI

4/6



15. **Dispute Resolution:** In case of any dispute or difference between the PTPS and NHAI, PIU-Bhiwani hereto, the Head of the NHAI and the PTPS HQ shall at the first instancetry to resolve the dispute amicably, which shall henceforth be binding upon both the parties.
16. **Arbitration:** In the event the dispute or difference or claim, as the case may be, is not resolved, under ibid clause 15, within thirty (30) days of reference of such dispute / difference, as the case may be, the same shall referred to sole Arbitrator to be appointed by MD/HPGCL. The arbitration under the Arbitration and Conciliation Act, 1996 as amended from time to time shall apply to decide the dispute.
17. **Place of Arbitration:** The place of arbitration shall be at the HQ of HPGCL. But by agreement of the Parties, the arbitration hearing, if required, can be held elsewhere from time to time.
18. **Validity:** This MoU shall come into force for all purpose and intent from the date of its signing and shall remain valid and operative for 24 months or period by which the agreed quantity of **60 Lac Cubic Meter** is lifted, whichever is earlier.
19. **Governing Law and Jurisdiction:** This MoU shall be governed by Indian laws and the Courts of Panipat shall have exclusive jurisdiction in all matters under these presents.
20. **Severability:** In the event that any clause or provision of this MoU or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this MoU unless the result would be manifestly inequitable or unconscionable.
21. **Amendments & Scope of modification:** The MoU terms can be reviewed / amended on mutual agreement in writing between PTPS and NHAI PIU-Bhiwani wherever required owing to new conditions.
22. **Force Majeure:** (Force Majeure is hereby defined as any cause which is beyond the control of PTPS and Project Implementation Unit, NHAI Bhiwani as the case may be which they could not foresee or with a reasonable amount of diligence could not foresee and which substantially affect the performance of agreement such as (a). Natural Phenomena including but not limited to floods, draughts, earthquakes and epidemics and (b), Acts of any government, domestic or foreign including but not limited to war declared or undeclared, priorities, quarantines and embargoes. (Notwithstanding anything contained herein, the obligation on PTPS and NHAI under this agreement shall remain suspended during Force Majeure and neither of the parties shall be entitled to claim any compensation from each other for any loss or damage caused by such suspension, whether total or partial during the force majeure events. It shall be obligatory on the part of the parties to communicate in writing to each other of the happening of force majeure events and its cessation within 10 (ten) days of its happening or on date of cessation as the case may be. All the parties shall mutually discuss and decide the future course of action on the happening of force majeure events if it continues for more than 30 days).
23. **Notices:** Any notice that may be required under this agreement shall be given in writing by any of the party either by personal delivery against acknowledgement or



Project Director  
NHAI, F.O. BHIWANI

5/6

Chief Engineer/PTPS  
PTPS, HPGCL, PANIPAT

Registered Ads, Mail or Facsimile and shall be deemed to have been duly served upon receipt thereon. The addresses for the notices or correspondence shall be as under:-

**NHAI PIU Bhiwani**

The Project Director, National Highways Authority of India, PIU-Bhiwani,  
Plot No. 1397P, Huda sector-13, Bhiwani, Haryana-127021

**PTPS**

Chief Engineer, Panipat Thermal Power Station, HPGCL, Assan Kalan, Panipat,  
Haryana- 132105.

In witness whereof the parties through their authorized representative put their respective signatures on the Memorandum of Understanding on the day, month and year first above written.

*[Handwritten Signature]*  
6/7/21

(Authorized Signatory of PTPS)  
Chief Engineer/PTPS  
PTPS, HPGCL, PANIPAT



*[Handwritten Signature]*  
6/7/21

(Authorized Signatory of NHAI)  
PIU-BHIWANI

Witness

1 *[Handwritten Signature]*  
6/7/21  
ZIT SINGH/KEN CMDPTI

2 *[Handwritten Signature]*  
6/7/2021  
S.K. Sachdev  
SE Disposal

Witness

1 *[Handwritten Signature]*  
6/7/21  
DMT NHAI, PIU - Bhiwani

2 *[Handwritten Signature]*  
SE PIU-Bhiwani

ATTESTED AS IDENTIFIED  
*[Handwritten Signature]*  
PUSHPENDER ADVOCATE  
NOTARY, BHIWANI  
06 JUL 2021



Work order No. *04* /2023-24/CMDP-II/1010

Dated: *22/06/2023*

From:

Chief Engineer/PTPS,  
HPGCL, Panipat.

✓ To

Dr. V. Bhanu Prakash, Associate Professor  
Indian Institute of Technology Roorkee,  
Department of Civil Engineering, Roorkee,  
Roorkee, Uttarakhand, India - 247667

Memo No. *73* /CMDP-II/1010

Dated. *22/6/23*

**Subject:** Work order for Preliminary site visit by experts from IIT Roorkee for understanding the site conditions and gathering the background information submission for finalizing the scope of work for submission of remedial action to Hon'ble NGT in OA no. 612 of 2022.

This is in reference to your budgetary offer submitted for the subject cited work via e-mail dated 15.06.2023. This office is pleased to place a work order on the rate specified in your offer dated 15.06.2023 for the work of Preliminary site visit by experts from IIT Roorkee for understanding the site conditions and gathering the background information submission for finalizing the scope of work for submission of remedial action to Hon'ble NGT in OA no. 612 of 2022.

Sr. No.	Description of work	Charges (Rs.)/ Per Sample
1.	Preliminary site visit to understand background and site conditions for finalization of scope.	120000.00
<b>Total</b>		<b>120000.00</b>
<b>Add GST @18%</b>		<b>21600.00</b>
<b>G/Total</b>		<b>141600.00</b>

Total amount: Rs One Lakh forty one thousand and six hundred only inc. GST @ 18 percent.

**TERMS AND CONDITIONS:**

1. Completion period: The preliminary visit report will be submitted by IIT Roorkee within 15 days from date of site visit.
2. Penalty: Not applicable.
3. The payment shall be made by Sr. A.O/PTPS 100% in advance through DD/Cheque/RTGS/ NEFT/ Online Transfer as per the details given below:  
Account Name: Industrial Consultancy, IIT, Roorkee, A/C No.4044000100031597, PAN No.AAALI0033R, GST Registration No. 05AAALI0033R1Z5, IFSC Code: PUNB0404400.
4. Boarding, Loading and transportation facilities of the team during the visit will be entirely borne by Indian Institute of Technology, Roorkee only.

*22/6/23*  
 Executive Engineer/CMD P-II  
 For Chief Engineer/PTPS,  
 PTPS, HPGCL, Panipat.